RETURN RECORDED DOCUME LOAN AMERICA FINANCIAL CORP. 8100 OAK LANE -{ MIAMI LAKES, FL 33016 LOAN NO: 50-500122-7

GOOK CAUTEY, ILLINOIS 医抗皮炎 医腺管 AND DINNE

1990 AND 31 PH 2: 16

90426117

[Space Above This Line For Recording Date]

### MORTGAGE

THIS MORTGAGE("Security Instrument") is given on CAROLYN JANINE JOHNSON, A SPINSTER 19 90 .The mortgagor is

AUGUST 30TH

("Borrower"). The Security instrument is given to LOAN\_AMERICA

FINANCIAL COMPORATION, under the laws of the state of FLORIDA , which is organized and existing , and whose address is 8100 OAK LANE, MIAMI

Artist Commence

("Lender").

LAKES, FL 33/16 Borrower owes Lender the principal sum of

FORTY EIGHT THOUSAND SIX HUNDRED AND

NO/100 48, 600.00. ). This debt is evidenced by Borrower's Dollars (U.S. \$

Note dated the same date as this Socurity Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1ST, 2020. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced or the Note, with Interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest; ruy anced under paragraph 7:to protect the security of this Security Instrument; and (c) the performance of Borrower's cover ants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:

ATTACHED HERETO AND MADE A PART HEREOF.

PIN #17-04-422-031-1017 & 17-04-422-031-1011

CD>, ac

which has the address of

1039 N. LASALLE, UNIT # 13 [Street]

Petropolis dan Petropolis dan

Illinois

202011 Mallings

60610 [Zip Code] ("Property Address");

[City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalites, 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 selsed 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 1287

UNOFFICIAL COPY HIMEDOG GREED BER MAUTER LOAN COMPONIO BUILD BUILD LOAP With Metality and Unless Borrower and Lender agree to other forms of payment, these amounts shall bear interest from Borrower and Strop COAN MOANY amende disbursed by Lender under this paragraph? The secons additional debt of Borrower secured by this instrument, appearing in court, paying ressonable attender less and entering on the Property to make repairs. Although Lender may take sotion under this paragraph 7, Lender does not have to do so. in the Property Lender's actions may include paying any sums secured by a lien which has priority over this Security conference); then Fender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights. Lender's rights of the Property and Lender's rights 1 povenents and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect the 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 talks to perform the ir wer shall comply with the provisions of the lease, and if Borrower acquires fee fills to the Property, the leasehold and 6. Procervation and Maintenance of Property, Linkscholder Demoyer and not destroy, damage or substantially one the Property, allow the Property, allow the Property is being the Property in Security Instrument to a seasonoid, noitistupos ent of toing Vietsleami memirifeni postpone the due date of the monthly payments referred to in paragraphs I and S or change the amount of the payments. If under paragraph I s the Property is adquited by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the strange to the sums secured by this Security. Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal stall not extend or

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair to differ and Lend of security is not iessened. If the restoration or repair is economically lessened. If the security is not iessened, it is insurance proceeds shall be applied to the sume security fine security in the Security instrument, whether then due, with any excess paid to Borrower. If applied to the sume security instrument, whether a not so the sume security in the sume not answer within 30 days a notice (rom Lender that the trougher has other that the sume carrier has offered to be sume secured by this Security instrument, whether or or instrument the trought to secure the trought or restore the sume secured by this Security instrument, whether or notice is to seek to repair or restore when notice is given.

constitution policies and renewale shall be acceptable to Lender and Anni Incinde a standard mortgage clause. Sander shall incinde a standard mortgage clause. Sander shall incinde to the insurance to shall promptly give to the insurance as paid premiums and renewal notices: in the event of loss; Borrower shall promptly give to the insurance to the insurance and incinder in the insurance and incinder in the insurance of insurance in the insuranc

8. Mazinal incurance. Borrower shall keep the Improvements new existing or hereafter erected on the Property incurated against loss by the, hazards included within the second coverage" and any other hazards for which Lender requires. The includes the incurance shall be chosen by Borrower exist the periods that Lender requires. The includes t

receipts evidencing the payments.

Benower shall promptly discharge any lies which has priority over this Security instrument unless Borrower: (a)

Benower shall promptly discharge any lies which has priority over this Security Instrument unless Borrower: (a)

A. Obserges, Liens. Borrowck-of "all pay all taxes, assessments, charges, fines and impositions attributable to the shortest Liens. Borrowck of the Security instrument, and lesseshold 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 promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borro ver hakes these payments directly, Borrower shall promptly furnish to Lender to Lender to Lender the paragraph. If Borro ver hakes payments directly, Borrower shall promptly furnish to Lender to Lender.

Supplication as a cross a garder the source by any contine activity mentures. All psyments received by Lender under the Application of Lender under the Note; second, to prepayment charges due under the Note; second to second the Note; second the No

Upon payme it!) full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender, Lender shall apply, no large than the sail of the Property of its acquisition by Lender, any Funds held by Lender at the time of the Property of its acquisition by Lender, any Funds held by Lender at the time of explosition as a creek, galust the sums secured by this Security instrument.

this Security instrument.

If she smould of the Tunds held by Lender, together with the future monthly payments of Funds payable prior to the should of the factor to the secrow items when due, the excess shall be, at Berrower's option, either promptly repaid to Borrower on monthly payments of Funds. If the samount of the Funds is found to be found to monthly payments of Funds. If the samount of the Funds is not sufficient to pay the eacrow items when due, Borrower shall pay to Lender any amount of the Funds. If the samount of the Funds is not sufficient to pay the eacrow items when due, Borrower shall pay to Lender any amounts of the Funds.

At a general to be included in an incitation the deposits or accounts of which are insured or guaranteed by a federal or estate against the Funds to be secrow items. Lender, the Funds to be secrow items. Lender, may not charge, for holding and applying the account or verifying the escrow items, unless beneat a grave gorein to the Funds, and applicable its permits Lender to make such a charge. Borrower and Lender may agree in writing that interest and applicable its Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender 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 estraings on the Funds. Lender again to the Funds and debits to the Funds and the Punds and the Funds and the Funds and about the Funds and the Funds are additional security for the sums secured by purpose for which each debit to the Funds made. The Funds are piedged as additional security for the sums secured by

to Lander of the day mointhly payments are due under the Note; until the Note is paid in full, a sum ("Funds") equal to ensurements of the control of the co

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

12. Funds for Taxes and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

2. Funds for Taxes and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

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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

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 sote of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrowe: Not Released; Forbearance By Lender Not a Walver. 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's rail 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 riced in amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or 30 rower's successors in interest. Any forebearance by Lender in exercising any right or remedy shall not be a walver of or precius's 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 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 No.c. (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 (2) 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. It a fefund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the hote.

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 uneratoric able 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 tak, 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 the 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 of Lender when given as provided

15. Governing Law; Severability. This Security Instrument shall be governed by federal it wand 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 in rument 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 (of 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 is exercise is prohibited by lederal 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 attorney's 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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LOAN AMERICA FINANCIAL CORP. CHETELINE DOMERS
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C161 (1. 507 - 48 4000 144) THE BUYER OF THE

botary Public My Commission expires: 90426117 Given under my hand and official seal, this 16 free and voluntary act, for the uses and purposes ther Saned and delivered the said instrument as Messubscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 51 personally known to me to be the same person(s) whose name(s) woods MOSMUCE do hereby certify that SYMOHIL a Motary Public in and for said county and state, 'I · STATE OF ILLINOIS. s it in, a grantet in teretaria productive superation in the contract of the c व्यक्तीहरू, विवासकता वर्ष माराका कालू रताताच वस वर्गाता । १५ grif for annual mount and the appropriately successfully SOSNEOF ENERGY NATIONAL and operate with the nwono8 **Jeo**S Instrument and in any rider(a) executed by Borror er and recorded with it. tenta Yislanina sellow, Bottower accepts and extension the terms and coverants contained in this Security permitted by peragraph tw. Hilonder barragraph 17. Other(e) [sbeck]) ra. Hotteas, Any nelica to Bourdaya. A qei mail ng it ba ti La Gaernaleg Leawer. A qei rebiR framqoleved finU bennal9 [ Jeb'A sie Beldestaulbo Diran seepa tent TebiR ylims 7 4-2 [ TebiR mulnimobnoO X provided builg this Gad Mekumental Check approach and eupplement the cover ante and enterents of this Security instrument as if the rider(s) were a part of this Security bnems lishs one of it is economical in the same and agreements and agreement and shall be incorporated in the same shall shall be incorporated in the same shall be incorporated Notabilities to the south of courty instrument. If one or more riders are executed by Borrower and recorded together with 전한 **전환 Welver's (H bysestead, Botrower waives tall right of homestead exemption in the Property.** 

TWO 21. Release. Upon payment of all survived by this Security Instrument, Lender shall release this Security Instrument, Lender shall release this Security Instrument, White Control of Survived Surviv

of the Property including those past due. Any tents collected by the teceiver shall be applied that the familiar to the receiver shall be applied that to payment of the costs, including, but not limited to, receiver's less, premiums of the costs, including, but not limited to, receiver's less, premiums of the costs of the costs

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not thinked to rescond he externoys the sand costs of this evidence. of a defeats or any other detense of Sorrower to soceleration and foreclosure. If the defeat is not cured on or before the specified in the notice) Lender at its option may require immediate payment in full of all sums secured by this secured by this secured by the courty instrument without further demand and may foreclose this Security instrument by judicial proceeding. Lender secured in the personnel in this personnel in the including, but 18. Acceleration, itempedates a language of policy in the policy of societation in the consistent of societation and the societation in the societation in the societation of the cured and the societation of the societation

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LEGAL DESCRIPTION ADDENDUM

1039 N. LASALLE #13 CHICAGO, IL 60610

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RIDIAN, IN COOK COUNTY, ILLINOIS, W...

'TO THE DECLARATION OF CONDOMINIUM RG.

OGETHER WITH 115 UNDIVIDED PERCENTAGE INTER.

PIN \$17-04-422-031-1017 \$ 17-04-422-031-1021 UNIT NO. 1039-1 AND PARKING UNIT 'A' IN THE LA SALLE MANOR CONDOMINIUM,

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REGAL DESCRIPTION AUDUNDUM

ICIP N. LABALLE FLI CHICAGO, IL 60610

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### CONDOMINIUM RIDE

THIS CONDOMINIUM RIDER is made this 30TH 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

LOAN AMERICA FINANCIAL CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 1039 N. LASALLE, UNIT # 13, CHICAGO, IL 60610

(Property Address)

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

LASALLE MANOR CONDOMINIUM

(Name of Condominium Project)

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

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

- A. Condominium Dilgations. 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) more 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 payments to Lender of one-twelfth of the yearly premium installments for hazard insurance (in 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 nov ded 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 insuranc; proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds parable 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 potions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, a nour t, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for demages, 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 prid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant J.

E. Lender's Prior Consent. Borrower shall not, except after notice to Ler der 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 loss donment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking Ly confermation 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 at the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance overage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, they 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 day 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 Condominu n lider.

CAROLYN SANINE JOHNSON BOTTOWER	
CAROLYN SANINE JOHNSON Borrower	Borrower
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Borrower	Borrower

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