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DEPT-01 RECORDING \$16.00 T#6666 TRAN 1484 09/06/90 14:04:00 #8040 # H *- PO-434390 COOK COUNTY RECORDER

MORTGAGE 010040488 THIS MORTGAGE ("Security Instrument") is given on AUGUST 30 The mortgagor is NUNG HO HAN AND HYE SUNG HAN, HIS WIFE ("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 SOUTH DEARBORN, CHICAGO, ILLINOIS 60603 ("Lender"). Borrower owes Lender the principal sum of TWENTY NINE THOUSAND AND NO/100 29,000.00). This debt is evidenced by Borrower's note _ Dollars (U.S. \$_ 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 SEPTEMBER 1, 2005 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 ander 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 Londer the following described property located in COOK County, Illinois:

[Space Above This Line For Recording Data]

UNIT D-413, BUILDING D, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GRANVILLE COURTS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25190344, IN THE NCRIHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 3FNEFIT 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, CONCITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAMP AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

14-06-120-005-1239

which has the address of 6161 NORTH HOYNE-UNIT D-413

CHICAGO

(City)

(City)

(City)

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

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22. Misers to it is becarity lastrament. It one or more rider size executed by Borrower and recorded together with this Security Instrument, the cov. ov. of said said succinent the lastrament, the cov. ov. of said said said such this final incorporated into and shall amend and supplement the 22 Welver of Americad. Borrower waives all right of homestead exemption in the Property. without charge to Porrower, Borrower shall pay any recordation costs. se Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument ettorneys' fees, and then to the sums secured by this Security Instrument. the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable those past due. Any rents collected by Lender of the receiver shall be applied first to payment of the costs of management of shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including to, the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially appointed receiver), orided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
28. Lender in Possession. Upon acceleration under paragraph, 19 or abandonment of the Property and at any time prior this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the re ire immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose romer to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option sert in the foreclosure proceeding the non-existence of a default or any other defe ne of fagin sait ban notimelecon vella noe of Borforeclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to re default on or before the date specified in the notice may result in acceleration of the sums necured by this Security Instru as 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure th w provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less n TI han El adquigning roban moliterslasse of volve ton tad) the enties Security Instru 19. Acceleration; framedies. Leader shall give notice to Borrower prior to acceleration following Borrower's breach of a

covenants and agreem. 15 of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable

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n negative in the second	and delivered the said instrument as	THEX sidued
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	SONG HAN, HIS WIFE	
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as Security Instrument and	er, accepts and agree, to the terms and covenants contained in the	BY SIGNING BELOW, Borrowe in any rider(s) executed by Borrowe
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CHICKEO' IF 60603 BYEBYEY HYMKINS BEEBYEED BX: UNIFORM COVENANTS: Borrower and Lender covenant and large 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 attain priority over this Security Instrument; (b) yearly leasehold 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 "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 the deposits 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. 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 purpose 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 renald to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not su fic ent 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 ensums 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 charge, 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; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not raid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Londer all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly jurnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has proof y 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) contests in good faith 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 this Security Instrument. If Lender, determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying 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 improvements now existing or hazards for which Lender requires insurance, loss by fire, hazards included within the term "extended coverage" and any otler hazards for which Lender requires insurance. This insurance shall be maintained in the amounts 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 the Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the in u ance carrier and 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 ristoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not become. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrowe a landons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle regium, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this 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 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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit 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 attorneys' 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 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.

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13 or 17.

18. Borrower's Right to Reinstake. 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 of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law of the Property Instrument; (b) entry of a judgment enforcing this Security Instrument and the Rotenses are that Borrower: (a) 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 assume that the lien of this Security Instrument, Instrument, Instrument of this Security Instrument, Changed. Upon reinstatement by Borrower, this Security Instrument and the obligations accured hereby shall remain fully effective changed. 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 as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs

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.

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

Security Instrument.

Lo. Borrower's Copy, Borrower shall be given one conformed copy of the Mote and of the 20-city instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the 27-2-city or any interest in it 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 suna secured by this Security Lender's prior written consent, Lender may, at its option, require immediate payment in full of all suna secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal it was of the date of this Instrument.

in which the Property is located. In the event that any provision or clause of this Security instrument of the Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the "Arite are declared to be severable without the conflicting provision. To this end the provisions of this Security Instrument and the "Arite are declared to be severable." Borrower shall be given one conformed copy of the Mote and of the Security Instrument.

12. Coverning Law; Severability. This Security Instrument shall be governed by tederal law and the law of the jurisdiction

it by first class mail unless applicable law requires use of another method. The notice shall be given by first class mail to Lender's or any other address Borrower designates by notice to Lender, Any notice to Let der shall be given by first class mail to Lender's address Borrower designates by notice to Borrower. Any notice provided for in this Security Instruductess stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instru-

exercises this option, Lender shall take the steps specified in this Security in tri ment shall be given by delivering it or by mailing 14. Notices to Borrower provided for in this Security in tri ment shall be given by delivering it or by mailing

13. Legislation Affecting Lender's Rights. If enactment or exp. ation of applicable laws has the effect of rendering any provi-

under the Note.

La Loan Charges. If the loan secured by his Security Instrument is subject to a law which sets maximum loan charges, and charges of instrument is subject to be collected in connection with the short exceed the permitted limits, then: (a) any such it an charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already ochiosed from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by real ange principal owed under the Note or by making a direct payment borrower. Lender may choose to make this refund by real ange 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

Instrument shall bind and benefit the successors and assigns of the Note without that Borrower's convertible terms of this Security Instrument only to mortgage grant and convey that Borrower's interest in the Property under the terms of 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 in the Note without that Borrower's interest in the Property under the terms of this Security Instrument of the Security In

right or remedy.

II. Secressors and A wig a Bound; Joint and Several Liability; Co-rigners. 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 Not Released; Forbearance By Lender Not a Walver, Extension of the time for payment or modification of the sums secured by this Security Instrument granted by Lender to any successor; in interest, it ender shall not be required to commence proceedings against any successor in interest of Borrower or Borrower's successors in interest, Lender shall not be required to commence proceedings against any successor in interest of refuse to extend time for payment of otherwise modify amortization of the sums secured by his constraint of any demand made by the original Borrower or Borrower's successors of the sums secured by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any inferest. Any forbear not by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any

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 I and 2 or change the amount of such payments.

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument and whicher 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 undisplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the

be paid to Lender.

rower, 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, are hereby assigned and shall making of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall making of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall making of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall make the process of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall make the process of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall make the process of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall make the process of the Property, or for conveyance in lieu of condemnation, are hereby assigned and the process of the Property, or for conveyance in lieu of condemnation, are hereby assigned and the process of the process of the process of the Property, or for conveyance in lieu of the process of the process

in accordance with Borrower's and Lender's written agreement or applicable law.

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 reminates

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CONDOMINIUM RIDER

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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 CITIBANK, FEDERAL SAVINGS BANK (the
"Lender") of the same date and covering the Property described in the Security Instrument and located at: 6161 NORTH HOYNE-UNIT D-413, CHICAGO, ILLINOIS 60659 (PROPERTY ADDRESS)
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: GRANVILLE COURTS CONDOMINIUM
(NAME OF CONDOMINIUM PROJECT)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owne's 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 Let. der further covenant and agree as follows:

- A. Condominium (h) Igations, Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So lon, a 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 (overage," then:
- (i) Lender waives the provision in 'Un'form Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform, Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of an laise in required hazard insurance coverage.

- In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured of the Security Instrument, with any excess paid to Borrower.
- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for dam iges, 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 Lende, 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 condomment 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;
- tion 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 Cymers 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 terms and provisions contained in this Condominium Rider.

SUNG HO HAN Auge Jung Han (Seal BORROWEI)

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