

# UNOFFICIAL COPY

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COOK COUNTY RECORDER

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... MARCH 15, 1990. The mortgagor is HAROLD VICTOR ROSNIAK, A SINGLE PERSON NEVER MARRIED ("Borrower"). This Security Instrument is given to THE NORTHERN TRUST COMPANY, ITS SUCCESSORS AND/OR ASSIGNS, which is organized and existing under the laws of the State of Illinois, and whose address is HOME LOAN CENTER, 50 SOUTH LASALLE STREET, CHICAGO, ILLINOIS, 60675 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED FORTY-TWO THOUSAND AND NO/100 Dollars (U.S. \$42,000.00). 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 APRIL 1, 2020. 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 2734C TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARK LANE TOWNHOME CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 88-248725, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-29-302-012, -014, -015, -016, 017, -018, -057, -058

90118545  
Cook County Clerk's Office

17002

which has the address of 2730 A NORTH JANSEN, CHICAGO, (Street) (City)  
Illinois 60614 ("Property Address"); (Zip Code)

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.

09-118545

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This instrument was prepared by the Notary Public, 1411 N. Kildare, IL 60025.  
My Commission Expires 6/30/90  
Notary Public, State of Illinois  
Cynthia Plant  
O.R.R. #12551  
My Commission Expires:  
Witness my hand and official seal this ..... 15TH ..... day of MARCB ..... 1990...  
(che, etc, etc)  
(Seal)

..... executed said instrument for the purposes and uses herein set forth.  
(his, her, their)  
have executed same, and acknowledge said instrument to be ..... this ..... free and voluntary act and deed and that  
before me and is (are) known or proved to me to be the persons) who, being informed of the contents of the foregoing instrument,  
HAROLD VICTOR POSNIAK, A. SINGLIE, BERGON, NEV-B-R. MARGIE, I, a Notary Public in and for said county and state, do hereby certify that  
I, CYNTHIA PLANT, have executed said instrument for the purposes and uses herein set forth.

COUNTY OF ILINOS. STATE OF ILLINOIS. { SS:

CHICAGO, IL 60675  
50 SOUTH LASALLE ST.  
HOME LOAN CENTER BANK LEVEL A  
THE NORTHERN TRUST COMPANY  
PLEASE RETURN TO:

[Space Below This Line For Acknowledgment]

—Borrower  
(Seal)

HAROLD VICTOR POSNIAK

Instrument and in any rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security  
Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement this instrument. If one or more riders are executed by Borrower and together with  
this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement this instrument. If none of the above riders are executed by Borrower and together with  
this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement this instrument. If one or more riders are recorded together with this Security  
instrument, [check applicable box(es)]

Other(s) (specify) \_\_\_\_\_  
 Graduate Payment Rider     Planned Unit Development Rider  
 Adjustable Rate Rider     Condominium Rider     2-4 Family Rider

23. Rider to this Security instrument. If one or more riders are executed by Borrower and recorded together with  
this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement this instrument. If none of the above riders are executed by Borrower and together with  
this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement this instrument. If one or more riders are recorded together with this Security  
instrument, [check applicable box(es)]

22. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recordation costs.  
21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security  
receivers bonds and reasonable attorney's fees, and then to the summa secured by this Security instrument, premium on  
the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the  
appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of  
prior to the completion of any period of redemption following judicial sale, Lender (in person, by agent or by judiciable  
20. Lender in Possession. Upon the notice under paragraph 19 or abandonment of the Property and at any time  
but not limited to, reasonable attorney's fees and costs of title evidence,  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
this Security shall be entitled without further demand and may foreclose this Security instrument by judicial proceeding.  
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by  
extinction of a default or any other deficiency of Borrower to accelerate the rights to assert in the foreclosure procedure preceding  
informer Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure procedure preceding the num-  
and secured by this Security instrument, foreclose by judicial proceeding and sue for the Property. The notice shall further  
and default; (c) a statute of limitations (d) that failure to cure the date specified in the notice may result in acceleration of the sum  
unless a applicable law provides otherwise). The notice from the date the notice is given to Borrower, by which the default must be cured;  
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 13 and 17  
unless a applicable law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the  
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's  
NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

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UNIFORM COVENANTS. Borrower and Lender shall do and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may 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. 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 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; 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 paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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) 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 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 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 to Lender all receipts of paid premiums and renewal 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, 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 Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by 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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18. Borrower's Right to Remitiate. 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 remittitement), before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment entitling this Security Instrument. Those conditions are that Borrower pays Lent under all sums which then would be due under this Security Instrument and the Note had no acceleration (as occurred); (b) causes any default of any other covenants of this Security Instrument and the Note had no acceleration (as occurred); (c) causes any default of any other covenants of this Security Instrument and the Note had no acceleration (as occurred); (d) fails to pay the amount due under this Security Instrument and the Note; (e) fails to pay the amount due under this Security Instrument and the Note; (f) fails to pay the amount due under this Security Instrument and the Note; (g) fails to pay the amount due under this Security Instrument and the Note; (h) fails to pay the amount due under this Security Instrument and the Note; (i) fails to pay the amount due under this Security Instrument and the Note; (j) fails to pay the amount due under this Security Instrument and the Note; (k) fails to pay the amount due under this Security Instrument and the Note; (l) fails to pay the amount due under this Security Instrument and the Note; (m) fails to pay the amount due under this Security Instrument and the Note; (n) fails to pay the amount due under this Security Instrument and the Note; (o) fails to pay the amount due under this Security Instrument and the Note; (p) fails to pay the amount due under this Security Instrument and the Note; (q) fails to pay the amount due under this Security Instrument and the Note; (r) fails to pay the amount due under this Security Instrument and the Note; (s) fails to pay the amount due under this Security Instrument and the Note; (t) fails to pay the amount due under this Security Instrument and the Note; (u) fails to pay the amount due under this Security Instrument and the Note; (v) fails to pay the amount due under this Security Instrument and the Note; (w) fails to pay the amount due under this Security Instrument and the Note; (x) fails to pay the amount due under this Security Instrument and the Note; (y) fails to pay the amount due under this Security Instrument and the Note; (z) fails to pay the amount due under this Security Instrument and the Note.

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.

16. Borrower's Copy: Borrower shall be given one controlled copy 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 no longer a partner (or if a beneficial interest in Borrower is sold or transferred and Borrower is no longer a partner) without Lender's prior written consent, at his option, require immediate payment in full of all sums accrued 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.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the property is located. In the event that any provision of this Note conflicts with applicable law, the conflict shall not affect other provisions of this Note. Note which contains provisions that are contrary to law, shall be ineffective to the extent of such conflict without invalidating the remainder of the Note.

13. **Termination and return of the Note.** Lender may terminate or extend the Note at any time by giving notice in writing to Borrower. Any notice given by Lender shall be deemed to have been given to Borrower if it is delivered personally to Lender or to Lender's address stated herein or to any other address Lender designates by notice to Borrower. Any notice given by Lender to Borrower shall be deemed to have been given to Borrower if it is delivered when given as provided for in this Section.

14. **Notices.** Any notice to Borrower provided for in this Note or any other instrument or agreement between Lender and Borrower shall be given by delivering it or by mailing it by first class mail unless otherwise specified by notice to Lender from Borrower. The notice shall be given by delivery to Lender at Lender's address set forth above or at any other address Borrower designates by notice to Lender of another method. The notice shall be given by delivery to Lender at Lender's address set forth above or at any other address Borrower designates by notice to Lender of another method. The notice shall be given by delivery to Lender at Lender's address set forth above or at any other address Borrower designates by notice to Lender of another method.

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 it interferes with or abridges collection of charges collected or to be collected in connection with the loan exceed the permitted limit, 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 from Borrower which exceeded partial payment without any prepayment charge under the Note will be refunded by the principal owner under the Note or by making a direct payment to Borrower. If a creditor reduces principal, the reduction will be treated as

11. Successors and Assignees; Bound; Joint And Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind 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 Note, shall be liable only to mergerage, garni and Securitization instruments created by this Security 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 the time for payment of this Security Instrument.

"In the event of a conflict between this Agreement and the Borrower's or Lender's notice by letter or facsimile to the Borrower, or in the event of a conflict between this Agreement and the Lender's notice by letter or facsimile to the Borrower, the notice given by the Lender shall control." The Lender may also provide that the Lender's notice by letter or facsimile to the Borrower shall be deemed to be given when it is received by the Borrower.

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 there has been a default under the Note.

Borrower shall pay the premiums required to maintain the insurance until such time as the requirements for the insurance terminate with Borrower's written agreement.

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## MORTGAGE RIDER FOR COVENANT #21

THIS RIDER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 21 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

HAROLD VICTOR POSNIAK

(SEAL)  
-BORROWER

(SEAL)  
-CO-BORROWER

90118545

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this ..... 15<sup>th</sup> ..... day of ..... MARCH ..... 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 .....  
WINDSOR MORTGAGE INC., ITS SUCCESSORS AND/OR ITS ASSIGNS ..... (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:  
2730 A NORTH JANSEN, CHICAGO, IL, 60614  
[Property Address]

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

PARK LANE TOWNHOME 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 covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium  
Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which  
creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall  
promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. 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 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 3 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 elements, any proceeds payable to Borrower are hereby assigned and shall be  
paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written  
consent, either partition or subdivide the Property or consent to:

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

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

(iii) termination 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 Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, 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.

*HAROLD VICTOR POSNIAK*  
.....  
HAROLD VICTOR POSNIAK  
(Seal)  
Borrower

.....  
(Seal)  
Borrower