## UNOFFICIAL® @ PY

## Boulevard Bank

Member Boulevard Bancorp

410 North Michigan Avenue, Chicago, Illinois 60611-4181(312) 836-6500

- [Space Above This Line For Recording Data]

## **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on May 11, Donald F. Schroud and Robin L. Schroud, His Wife 19 90 . The mortgagor is ("Borrower"). This Security Instrument is given to Boulevard Bank 🧸 , which is organized and existing a national banking association National Association , and whose address is 410 N. Michigan Avenue, ("Lender"). under the laws of the United States of America Chicago, Illinois 63611 Borrower owes Lender 1'c principal sum of One Hundred Eighty-Seven Thousand and 00/100 Dollars (U.S. \$ 187,000.00\*\*\*). This debt is evidenced by Borrower's note dated the same date as this occurity Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable of May 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 performing 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 City of Chicago,

Cook

County, Illinois:

To Wit:

\$16.00



PARCEL 1:

UNITS 47D, 47E AND 47F, IN NEWBERRY PLAZA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1 TO 11 BOTH INCLUSIVE, AND VACATED ALLEY / DJA; ENT THERETO IN NEWBERRY ESTATE TRUSTEES SUBDIVISION OF LOT 5 IN BLOCK 16 IN BUSIMEL'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNS IP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BLOCK 5 IN CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, PANCE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY 13 ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25/73994 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON BLEMENTS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FCATE IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 25773375, IN COOK COUNTY,

This instrument was prepared by: R. H. Hansen

, 410 N. Michigan Ave., Chicago, IL offil

PIN # 17-04-424-051-1203 (unit 47D) and 17-04-424-051-1255 (unit 47E) and 17-04-424-051-1307 (unit 47F)

which has the address of 1030 N. State Street, #47E

Chicago

[City]

Illinois

60610 [Zip\_Code] ("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 still 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."

BORROWLE 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

90233195

bull not limited to, reasonable attorneys' 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 Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. helove the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security, Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further and (a) that failure to cure the default on or before the date specified in the notice may result in acceleration of the une definit; (c) a dute, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; unives upplicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the Ti bus El edgergered rebnu noitselesce to rior prior four indicate in the secoloration no tangeness to the force of the four force for the force of 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

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OFFICIAL SEAL CAROL TROTIER This instrument was prepared by: VELEE RECORDING Sotary Public My Commission expires: 06 61 ' May to yeb Given under my hand and official seal, this Lith signed and delivered the said instrument as Their free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that personally known to me to be the same person(s) whose name(s). Are do hereby certify that Donald F. Schroud and Robin L. Schroud, His Wife l, the undersigned , a Notary Public in and ,or , aid county and state, SIONITH 40 41VIS 56155706 75 7 to 81 . (les2)\_\_\_\_\_\_\_ - NATAL KALA TERMAN BOOK BOOKEN A TERMAN (Seal) Instrument and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BILLOW, Bor ower accepts and agrees to the terms and covenants contained in this Security Other(s) [specify]

MAIL THIS INSTRUMENT TO

CHICAGO, ILLINOIS 60611-4181

Attn: Financial Services Boulevard Bank

410 NORTH MICHIGAN AVENUE WA COMMISSION EXPIRES S NOTARY PUBLIC, STATE OF ILLINOIS

(ssalppy) ALTO M. ... MICHIS

Chicago, IL 60611

R. II. Hansen

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Irinc p hard interest: Propayment and late Charges. Borrover shall propayly pay when due the principal of and interest of the letter evidence it will be easily by the agree of any pre-agreement 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

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. Intil 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.

Upor pay nent 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 their to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit of pints the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I 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 ender paragraph 2: fourth, to interest due; and last, to principal due.

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Burry wer shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain prichty 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 of a 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 lier 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 lin in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any yarr 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 of er 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 improvement show 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 so 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, Borrow, rehall 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 Bo rower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance confer 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 with 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.

It I ender required mortgage insurance as a condition of making the loan secured by this Security Instrument, thorrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the

8. Inspection. I ender or its agent may make reasonable entres upon and inspections of the Property. Lender

while 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.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, any part of the Property, or for conveyance in heu of condemnation, are hereby

any condemnation or other taking of any part of the Property, or for conveyance in heu of condemnation, are hereby assigned and shall be paid to I emder

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 annual of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured 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

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

nodification of amortivation of the sums secured by this Security Instrument granted by Lender to payment or injudification of the sums secured by this Security Instrument granted by Lender to any successors in interest. In the sum secured 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 Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise r. o. lify amortisation of the sums secured by this Security Instrument by reason of any demand made ply meaning a proceeding and interest of the original Borrower. Or Porrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of creater the original successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of creater the sum of the content of the sum of the sum of the original successors in interest.

payment or otherwise a oilty amortization of the sums secured by this Security Instrument by teason of any demand made by the original Borrow... or Porrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or provide the exercise of any right or remedy.

It. Successors and Arange Bound, Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and on the provisions of paragraph 17. Borrower, subject to the provisions of paragraph 17. Borrower, and agreements shall be joint and several. Any Borrower, subject to the provisions of paragraph 17. Borrower who co-signs this Security

this Security Instrument shall bind and agreements shall be joint and several. Any Borrower, subject to the provisions of paragraph 17. Borrower who co-signs this Security Instrument only to mortgage, grant and convey Instrument only to mortgage, grant and convey Instrument but does not execute the Not at (a) is co-signing this Security Instrument; (b) is not personally obligated to pay 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 or the Note without modify, forbear or make any accommodation; with regard to the terms of this Security Instrument or the Note without modify, forbear or make any accommodation; with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

22. 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 if e it terest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then it, any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) a by sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choos to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a reu and a second of the reducion will be treated as a partial prepayment without any perpayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or exviration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable ac rotaing to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Secu. ity I istrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the ster's specified in the second paragraph of paragraph of

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 project of Lender to Lender address Borrower designates by notice to Lender. Any notice to Lender address stated herein or any other address. Lender designates by notice to Lender by notice by notice to Lender is address stated herein or any other address. Lender designates by notice or Lender is address stated herein or any other address. Lender designates by notice or Lender is address stated herein or any other address Lender designates by notice or Lender is address stated herein or any other address. Lender designates by notice or Lender is address stated herein any notice of lender in this Security Instrument shall be deemed to have been given to Borrower or Lender in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law (nd. he law of the jurisdiction in which the Property is located. In the event that any provisions or clause of this Security Instrument or the Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Mote 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

interest in it is sold or transferred (or it a beneficial inferest 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 emboreement 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: Security Instrument, and the Mote had no acceleration acceleration the pays Lender all sums which then would be due under this Security Instrument and the Mote had no acceleration accurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this fecurity Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may featured in the that the lem of this Security Instrument, Lender's rights in the Property and Borrower's infligation to pay the sums secured by this Security Instrument, this Security Instrument by the sums secured by this Security Instrument, this Security Instrument of the other had acceleration had in the Borrower's and the obligation are all the new order trained the sum of the other of acceleration had open the sum of the other action and acceleration had open the sum of the feet action and acceleration had open the sum of the sum acceleration had open the sum of the sum acceleration had never the sum of the sum acceleration and acceleration and acceleration and acceleration and apply of the sum as a little of the pay of the open acceleration and acceleration acceleration and acceleration acc

## UNOPPIONADERCOPY

THIS CONDOMINIUM RIDER is made this day of 90 gay of 19.

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 800LEVARD BANK NATIONAL ASSOCIATION, 410 N. MICHIGAN AVE., CHICAGO, ILLINOIS 60611 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1030 North State Street, #4/E, Chicago, Illinois 60610

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

NEWBERRY PLAZA 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 die, ill 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" when:
- (i) Lender waives the p.c. ision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard ... surance 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 insurface proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, zar, 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 for m, 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 provined in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to 'cerder 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 a bandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of substantial destruction or eminent domain;
  - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of
    - (iii) termination of professional management and assumption of self-management of the Owings Association;
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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.

DONALD F. SCHROUD

DOWNED F. SCHROOD

ROBIN I. SCHROUD

13 17 2:46

90233195