30255109

DEPT-O1 RECORDING

\$15.25

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COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

631152-6

THIS MORTGAGE ("Security Instrument") is given on MAY 31 JOEL M. ALAM, SINGLE PERSON, NEVER MARRIED, Bachelof 1990 The mortgagor is

("Borrower"). This Security Instrument is given to DOVENMUEHLE MORTGAGE, INC.

which is organized and e isting under the laws of THE STATE OF DELAWARE

, and whose address is

1501 WOODFIELD KOND

SCHAUMBURG, ILLINGIS 601.73 ("Lender").

Borrower owes Lender the principal sum of

EIGHTY TWO THOUSAND THREE HUNDRED FIFTY AND NO/100

Dollars Cs. \$). This debt is evidenced by Borrower's note 82,350.00 dated the same date as this Security Instrumer. ('Note''), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2020 . This Security Instrument secures to Lender: (a) the repayment of the der, e idenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, win interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borowar's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortrage, grant and cenvey to Lender the following described property County, Illinois: located in COOK

PARCEL 1: UNIT 1911 IN AMERICANA TOWERS CONLOWINTUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "FARCEL"): SUB-LOT 14 IN THE SUBDIVISION OF LOTS 14 TO 19 AND THE SOUTH 63 FEET OF LOT 13 IN GALE'S NORTH ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO; LOTS AND PARTS OF LOTS IN THE SUBDIVISION OF LOT 20 IN GALE'S NORTH ADDITION TO CHICAGO, AFORESAID, ADDITION TO CHICAGO, AFORESAID,
ALSO;
LOTS AND PART OF LOT IN THE SUBDIVISION OF LOT 21 IN GALE'S
NORTH ADDITION TO CHICAGO, AFORESAID, WHICH SURVEY IS ATTACHED
AS EXHIBIT "A" TO DECLARATION OF CONDOMINUM MADE BY LA SALLE
NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER
TRUST AGREEMENT DATED JULY 10, 1970 AND KNOWN AS TRUST
NUMBER 41015 RECORDED AS DOCUMENT NUMBER 24267612 AND FILED
AS DOCUMENT LR 2991060; TOGETHER WITH AN UNDIVIDED .2560
PERCENT INTEREST IN SAID PARCEL (EKCEPTING FROM SAID PARCEL
ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF
AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN
COOK COUNTY, ILLINOIS.

COUNTY, ILLINOIS.

AND FILED OCTOBER 29, 1926 AS DOCUMENT NUMBER 1326084 FOR
THE PURPOSES OF INGRESS AND EGRESS OVER THE SOUTH 8 FEET OF
LOT 4 (EKCEPT THAT PART TAKEN FOR WORTH FRANKLIN STREET) IN
THE SUBDIVISION OF LOT 21 IN GALE'S NORTH ADDITION TO CHICAGO
IN SECTIOM 33, TOWNSEIP 40 NORTH, RANGE 14 KAST OF THE THIRD
PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PIN 14 33 422 4686 1206 WELLS STREET-UNIT 1911, which has the address of 1636 N. WELLS

CHICAGO

Illinois

17-108304-01

60614

("Property Address");

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

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

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

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

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VMP MORTGAGE FORMS • (313)293-8100 • (800)621-7291 QA9551109

Amended 5/87

Door County Clark's Office CONTRACTOR OF THE CONTRACT OF

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o filtra de la composition de la compo La glacia de la composition de la comp UNIFORM COVENANTS Barrover and Lender covenant and dagree as follows:

1. Payment of Psincipal and Laterest; Prepayment and Let Chieness. Do rower 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 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 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 v. 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 one sums secured by this Security Instrument.

3. Application of Payrier is. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applications, 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 is in pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over the Security Instrument, and leasehold payments or ground rents, if any Borrower shall pay these obligations in the namer 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 nak is 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 lier 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 his Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take or a remove 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 or verage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and tor 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, Bor over shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall are 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 a plied 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 injury not proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess poor 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.

Atologisty of Cook County Clerk's Office

NON-UNIFORM COVENANTY, Bur owe and Jender further covenant and agree as follows:

19. Acceleration; Rem des Lender mail give notice to be rewer-priors to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not provide acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rems, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borro 23. Riders to this Security Instrum this Security Instrument, the covenants as supplement the covenants and agreements [Check applicable Lov(cs)]	ient. If one or more riders and agreements of each such	are executed by Borrov h rider shall be incorpor	wer and recorded to rated into and shall	amend and
Adjustable P. te Rider	XX Condominium Rid	er	1—4 Family	Rider
Graduated Payment Ricer	Planned Unit Deve	elopment Rider		
Other(s) [specify]				
BY SIGNING BELOW, Borrower and in any rider(s) executed by Borrower		rms and covenants conta	ined in this Security	Instrument
	1081	Ma ALAM		(Seal)
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STATE OF ILLINOIS,	Cook	County ss:	5	
1. Terry A. A	Jackus	, a Notary Public in a	and for spid county i	and state,
do hereby certify that JOEL M. AL		ON, NEVER MARI	RIED Bachelos	e e
	sonally known to me to b			ıs
subscribed to the foregoing instrument,	appeared before me this	day in person, and ac	knowledged that	he /SHE
signed and delivered the said instrument a		and voluntary act, for t		es therein
set forth.				
Given under my hand and official s	ical, this 305+ de	yor May	, , 19 90	
My Commission expires:	(5)			
PREPARED BY: MARIANNE HARRINGTON SCHAUMBURG, IL 60173	Cat Taylor	Notary Publi	ic	
RECORD AND RETURN TO	Salarana Mariana Salarana Sala			
DOVENMUEHLE MORTGAGE, INC.	•	DIAL SEAL " } A. MARKUS } LIC. STATE OF ILLINOIS {		
1501 WOODFIELD ROAD SCHAUMBURG, ILLINOIS 6017	· (ICH EXPINES 6/36/90 }		

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 at horized 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 Lende, and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower No. Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify an or ization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the correise of any right or remedy.

11. Successors and Assigns Bow it Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and a receivents shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Sec rit; Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (4) my such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) and rums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund runces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable 2 co. ding to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument and he given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

Property of Coop Colling Clark's Office

UNOFFIC AL2 5 5 PY 631152

THIS CONDOMINIUM RIDER is made this

31ST

day of MAY

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 DOVENMUERLE MORTGAGE, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1636 N. WELLS STREET-UNIT 1911, CHICAGO, ILLINOIS 60614

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: AMERICANA TOWERS 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. Condominism 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 due 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 (a) 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 he and insurance on the Property; and
- (ii) Borrower's obligation and a Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the require a overage is provided by the Owners Association policy.

Borrower shall give Lender prompt not ce o. any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in fleu 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 (a)e such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy accor (ab) 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 condomnation 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;
- (Iv) any action which would have the effect of rendering the public liability insciance coverage maintained by the Owners Association unacceptable to Lender,
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, that tander may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower 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.

JOEL	M. ALAM		(Seal Borrowe
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