# UNOFFICIALS © OPY

COOK COUNTY, ILLINOIS FILED FOR RECORD

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\$16.00

- (Space Above This Line For Recording Data) -

**MORTGAGE** 

277307-4

THIS MORTGAGE ("Security Instrument") is given on JULY 18
19 90 The mortgagor is ADAM D. PETERSON AND MARGARET C. BOLAND, HUSBAND AND WIFE

("Borrower"). This Signify Instrument is given to LOAN ASSOCIATION OF ILLINOIS

which is organized and existing, under the laws of THE UNITED STATES OF AMERICA, and whose address is

4242 NORTH HARLING NORRIDGE, ILLINOIS

60634

("Lender").

Borrower owes Lender the principal sum of

ONE HUNDRED FIFTY ONE THOUSAND SIX HUNDRED AND NO/100

Dollars (U.S.\$ 151,600.00). 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 AUGUET 2, 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

UNIT 4RW IN 549-551 WEST BELDEN AVENUE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
THE EAST 50 FEET OF THE NORTH 19 FEET OF LOT 31 AND THE EAST 50 FEET OF LOTS 32 THROUGH 35 IN SUBDIVISION OF BLOCK 1 IN LAY'S SUBDIVISION OF BLOCK 12 IN CANAL TRUSTEES! SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE TUIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 87117136 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

9035063

14-33-111-063-1019

which has the address of 551 WEST BELDEN AVENUE-UNIT 4RW,

CHICAGO

Illinois

60614

("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 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 Amended 6/87

My Commission Expires 3/6/93 THE TALMAN HOME FEDERAL SAVINGS AND RECORD AND RETURN TO: "OFFICIAL SEAL" T# 909 CHICAGO, IL LYNN L. TSIAPAS Sidua Vietciv PREPARED BY: 27777 zjá Commission expités: ر 61 کی م to yeb Circen under my hand and official seal, this 5 THEOREMS free and voluntary act, for the uses and purposes therein THEIR egned and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that T her personally known to me to be the same person(s) whose name(s) do hereby certify that ADAM D. PETERSON AND MARGARET C. BOLAND, HUSLAND AND WIFE Jr. Enstra , a Notary Public in and for state county and state, 2007) County ss: SIVLE OF ILLINOIS, (Space Below This Line For Acknowleds and) Bottower (Seal) 19WOITOB -(Seal) Borrower (Seal) BOLLOWBE (Seal) and in any rider(s) executed by Borrow it and recorded with it. BY SIGINING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument [ [ ] Other(s) [specify] Planned Unit Development Rider Ciraduated Pawtent Rider XX Condominium Rider 1-4 Family Rider Adjustable Late Rider supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicante box(es)] this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 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. on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums of the Property including those past due. Any rents collected by Lender of the receiver shall be applied first to payment appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents 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 but not limited to, reasonable attorneys' fees and costs of title evidence. Londer shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured or existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on -non adi gnibescorq envelored in the right to reinstate acceleration and the right to rescent in the foreclosure proceeding the nonsecured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further mus adi to notigrafiazze ni ilusar gen aziton adi ni balitzape alab adi avoled ya no ilugiab adi zine or sullul indi (b) a date, not less than 3d days from the date the notice is given to Borrower, by which the default must be cure (c) applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

19. Acceleration; Remedies, Londer shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreements in this Security Instrument (but not prior to acceleration under paragraphs 3.3 and 17 aniess

NON-UNIFORM COVENAUS. Borrower and Lender further covenant and agree as follows:

ATTENTION: LYNN L. TSIAPAS

CHICAGO, ILLINOIS OF ILLINOIS

LO. N ASSOCIATION OF ILLINOIS

LO. N ASSOCIATION OF ILLINOIS

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for 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 paymen 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, gainst 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 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 roy 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 give 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 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 illustrated proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess prid 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 princ d 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.

## **UNOFFICIAL COPY**

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enforcement of this Security Instrument discontinued at any time prior to the action of this Security Instrument discontinued at any time prior to the property pursuant to any power of sale contained 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 and the Note had no acceleration occurred; (c) pays 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 acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in acceleration to pay the sums secured by 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 reinstanement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as it no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under as it no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under

It Lender exercises this option, Lender shall give Botrower 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 Botrower must pay all secured by this Security Instrument. If Botrower fails to pay these sums prior to the expiration of this period, sums secured by this Security Instrument. If Botrower fails to pay these sums prior to the expiration of this period, Londor may invoke any remedies permitted by this Security Instrument without further notice or demand on Botrower. It is not ower, and invoke any remedies permitted by this Security Instrument without further notice or demand on Botrower.

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.

17. Fransfer of the Property or a Beneficial Inferest in Borrower. It all or any part of the Property or any interest in Borrower is sold or transferred and porrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in

15. Governing Law; Severability. This Security Instrument shall be governed by foundful law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument of the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument 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.

or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Audress or any other address Borrower designates by notice or Lynder, Any notice to Lender shall be given by first class mail to I ender's address stated herein or any other address Leader by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been give it to Borrower or Lender when given as provided in this paragraph.

13. Legislation Affecting Lender's Rights. If enactment or expection of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security In (to ment 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. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 19. If Lender exercises this option, Lender shall take the second paragraph of paragraph 19. If Lender exercises this option, Lender shall take the second paragraph of paragraphs and the second paragraph of the second paragraph of the second paragraph of the second paragraph of the second paragraph in the second paragraph of the se

12. Loan Charges, If the loan secured by his Security Instrument is subject to a law which sets maximum loan charges, if the loan secured by his Security Instrument is subject to a lew which sets insulty interpreted so that the instrument limits, then: (a) any such loan charge shall be reduced or to be collected in miss, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such salready collected from Borrower which exceeded permitted limits and (c) any such salready collected from Borrower which exceeded permitted limits and (d) any such salready 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 reful d reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

Security Instrument shall bind any benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenant and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey instrument but does not execute the 140.0 is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property ander the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument of the Property ander the terms of this Security Instrument or the Note without made any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

shall not operate to delase the liability of the original Borrower's successors in interest. Lender shall not operate to delase the liability of the original Borrower's successors in interest. Lender shall not be required to common, a proceedings against any successor in interest to extend time for payment or otherwise modify amortization of the a mas secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors, at investor of any tight or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any state and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this security benefit than any secure of the security for or original point and several Liability; Co-signers and Assigns Bound; Joint and Several Liability; On-signers and agreements of this security benefit that any security for original and several coverance and Assigns Bound; Joint and Several Liability; On-signers and Assigns Bound; Joint and Several Liability; On-signers and Assigns Bound; Joint and Several Liability; On-signers and agreements of this

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the control of such payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrower Not Released; Forthearance By Lender Not a Waiver. Extension of the time for payment or modification of amountaining the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower of amountaining of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower of amountaining of the sums secured by this Security Instrument granted by Lender to any successor in interest of 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 notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the annount 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.

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,

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

If I ender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required mortgage 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

## UNO ECTION IN THE PY 3 277307-4

THIS CONDOMINIUM RIDER is made this 18TH day of JULY ,1990, 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 THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

(the "Lender")

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

#### 551 WEST BELDEN AVENUE-UNIT 4RW, 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: ALTON

#### (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 Legiller further covenant and agree as follows:

- A. Conductivium 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 wazar consurance 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 in prance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elemints, 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 hersely, assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrumer (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 in the revolution 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 insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, than beinder may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower second 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.

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Selan D. Valuor	(Seal
ADAM D. PETERSON	-Borrowe
Margar & C. Bolan ( MARGARET C. BOLAND	(Seal
MARGARET C. BOLAND	-Borrowe
	(Seal
	-Borrowe
	(Seal
	-Borrowe
	(Sign Original Only