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ILLINOIS • Single Family • Farm/Freddie Mac UNIFORM INSTRUMENT
Form 30A 8/80 Page 1 of 1 Zip Code

Form 30A 8/80

W.M. MORITZAG FORMS • 131223-8100 • (800) 521-7291

ILLINOIS 60089 ("Proprietary Address")
which has the address of 1097 N. MILLER LANE #106
BUFFALO GROVE IL 60089

1989
91304734

IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

DOCUMENT NUMBER 24872257; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST

IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS

TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SUBDIVISION

FOLLOWING DESCRIBED REAL ESTATE: OF PART OF THE WEST 1/2 OF SECTION 8,

UNIT 5-106 IN MILL CREEK CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE

TAX ID #: 03-08-101-017-1086 Cook County, Illinois:

Note. For this purpose, Borrower does hereby acknowledge, grant and convey to Lender the following instrument and the

this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the

modifications of this Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of

Instrument secured to Lender; (a) the debt evidenced by this Note, with interest, and all renewals, extensions and

payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2021. This Security

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 JUNE 1, 2021. This Security

Dollars (\$ U.S. \$ 42,400.00).

FORTY TWO THOUSAND FOUR HUNDRED & 00/100

ZION, IL 60099

address is 3303 S. SHERRIDAN ROAD

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

, and whose

Cook COUNTY RECORDER

FIRST MIDWEST BANK, N.A.

("Borrower"). This Security Instrument is given to

147777 TRAN 1037 06/24/91 11:01:00
DEPT-01 RECORDING *-9-1-304734
\$19.29

148244 *-9-1-304734
DEPT-01 RECORDING

COOK COUNTY RECORDER

ROBERT S. THOMPSON, BACHELOR
THIS MORTGAGE ("Security Instrument") is given on MAY 29th, 1991

THE MIDWEST MORTGAGE SERVICES, INC.

1901 SOUTH MEYERS ROAD, SUITE 300
AKBROOK TERRACE, IL 60181

MORTGAGE
DEPT-01 RECORDING
\$19.29

471634 D *-9-1-4440201
144444 TRAN 2421 08/27/91 10:58:00
Space Above This Line for Recording Data

COOK COUNTY RECORDER

1901 SOUTH MEYERS ROAD, SUITE 300
AKBROOK TERRACE, IL 60181

MIDWEST MORTGAGE SERVICES, INC.

1901 SOUTH MEYERS ROAD, SUITE 300
AKBROOK TERRACE, IL 60181

PREPARED BY AND MAILED TO:
LAWN # 5103592

TO MAIL

91440201
91304734

PREPARED BY AND MAILED TO:
LAWN # 5103592

91440201
91304734

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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8. Mortgage Insurance. If Lender requires mortgagage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required to maintain the mortgagage insurance in effect. If, for any reason, the mortgagage insurance coverage required by Lender ceases to be in effect, Borrower shall pay the premium required to obtain such coverage again. Borrower shall pay the premium required to maintain the mortgagage insurance in effect. If, for any reason, the mortgagage insurance coverage required by Lender ceases to be in effect, Borrower shall pay the premium required to obtain such coverage again. Lender may require payment of a sum equal to the amount of monthly premiums as a loss reserve in lieu of monthly insurance. Loss reserve

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument until such time as all Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding payment.

7. Protection of Lender's Rights in the Property. 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, or condominium or forcible entry to enforce laws or regulations), when Lender may do and pay all sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney fees and costs and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the most senior payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the due date of the most senior payments referred to in paragraphs 1 and 2 or change the amount of the payments, if under paragraph 22 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 entirely.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds to 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.

All insurance policies and renewals shall be subject to reevaluation to determine and shall include a standard language clause. Under such circumstances and renewals shall be prompt to give notice to the insurance carrier and underwriter if not made promptly by Barrower.

3. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property covered by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods of insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. Borrower shall keep the improvements now existing or hereafter erected on the property covered by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. The insurance shall be provided by a company acceptable to Lender's underwriter with whom Lender has made arrangements for payment of claims. The insurance shall be in amounts and for periods as follows:

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 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 postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not 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 reuse to extend time for payment or otherwise modify amortization 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 exercise of any right or remedy.

12. Successors and Assigns Bound; 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 agreements 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.

13. 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 the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded 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 reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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 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 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 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.

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Form 304A 8/90

Digitized by srujanika@gmail.com

וְאַתָּה -בְּאֶלְעָזֶר (ט' ט')

31440201

II. **Lender exercises his option.** Lender shall give Borrower notice of acceleration. In the notice shall provide a period of time less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

17. Transfer of the Property or Beneficial Interest in Borrower. If all or any part of the Property or the Beneficial Interest in Borrower, is sold or transferred to another person, the new owner shall be bound by the terms of this Note and the Security Instrument.

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

- Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 V.A. Rider

- Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) [specify]

- 1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Jaffi Seijo
Robert S. Thompson

Robert S. Thompson (Seal)
ROBERT S. THOMPSON
Social Security Number 350-50-6164

(Seal)
Social Security Number _____
-Borrower

Social Security Number
STATE OF ILLINOIS, COOK

Social Security Number
County ss:

I, Anthony N. Panzica
ROBERT S. THOMPSON

, a Notary Public in and for said county and state do hereby certify that

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

29th day of May, 1991.

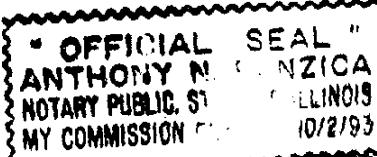
My Commission Expires:

Anthony N. Panzica
Notary Public

This instrument was prepared by:

JENNIFER DEMIRO

MP-6R(IL) (9101) RECORD AND RETURN TO: Page 6 of 6
MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60521



Form 3014 9/90

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MULTISTATE CONDOMINIUM RIDER - Single Family • Family/Mo/Freddie Mac UNIFORM INSTRUMENT
Form 3149-8790
NMP-8 (8/83)
Page 1 of 2
Mortgage Forms • P131250-A100 • 6001521-7281
Initials: K31

Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or the
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to
coverable to Lender.

Owner's Association maintains a public liability insurance policy acceptable in form, amount, and extent of
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the
Borrower.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repairing 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 shall give Lender prompt notice of any lapse in required hazard coverage effective.

Property is deemed satisfied to the extent that the required coverage is provided by the Owner's Association policy.
(ii) Borrower's obligation under Exhibit C to maintain hazard insurance coverage on the
one-twelfth of the yearly premium instrument coverage, and

(i) Lender waives the provision in Exhibit C for the monthly payment to Lender of
and hazards included within the term "excluded coverage", due.
provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire
carries, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which
and hazards included within the term "excluded coverage", due.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance
documents, Borrower shall promptly pay, when due, all uses and assessments imposed pursuant to the Condominium
document which creates the Condominium Project (ii) by-laws; (iii) code of regulations; and (iv) other equivalent
Condominium Project Documents, Lender performs all obligations under the
Instrument, Borrower and Lender further covenant and agree as follows:

CONDOMINIUM COVENANTS In addition to the covenants and agreements made in the Security
Borrower's interest.
Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of
(the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the
(the "Condominium Project"), if the owners association or officer entity which acts for the Condominium Project
[Name of Condominium Project]

MILL CREEK CONDOMINIUM

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium
[Property Address]

1097 N. MILLER LANE #106 BUFFALO GROVE, ILLINOIS 60089

of the same date and covering the Property described in the Security Instrument and located at:
(the "Lender")

FIRST MIDWEST BANK, N.A.
Note to

Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security
THIS CONDOMINIUM RIDER is made this 29th day of May 1991

CONDOMINIUM RIDER

9 1 3 0 4 7 3 4
5103592

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-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

RICHARD S. THOMPSON
-Borrower

(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Conditional Payment Note.

F. Remedies if Borrower does not pay conditional dues and assessments when due, then Lender may pay to Borrower requesting payment from the date of this recitation at the rate and shall be payable, with interest, upon notice from Lender by the Security Insurer. Unless Borrower fails to other terms of payment, these amounts shall bear them. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured to Borrower requesting payment from the date of this recitation at the rate and shall be payable, with interest, upon notice from Lender by the Security Insurer. Unless Borrower fails to other terms of payment, these amounts shall bear them. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured to Borrower requesting payment from the date of this recitation at the rate and shall be payable, with interest, upon notice from Lender by the Security Insurer. Unless Borrower fails to other terms of payment, these amounts shall bear them.

(i) the abandonment or termination of the Conditional Payment Note for any reason by law in the case of substantial destruction by fire or other casualty or in the case of a taking terminates 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 Conditional Payment Note if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owers Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Conditional Payment Note.

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:

provided in Uniform Covenant Law.

paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as part of the common elements, or for any convenience in lieu of condominium, are hereby assigned and shall be

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