

UNOFFICIAL COPY

9167-1366 9167-453

RECORD AND RETURN TO:
LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS
2500 SOUTH HIGHWAY AVENUE, SUITE 110
LOMBARD, ILLINOIS 60148



DEPT-01 RECORDING 015.50
106644 106644 01 03 91 10:16:00
43333 4 D *-P1-674366
COOK COUNTY RECORDER

— [Space Above This Line For Recording Data] —

MORTGAGE

JAN 8 1991

THIS MORTGAGE ("Security Instrument") is given on December 16, 1990. The mortgagor is
SALLY A. CARLINS, A SINGLE WOMAN

("Borrower"). This Security Instrument is given to LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS

which is organized and existing under the laws of THE STATE OF TEXAS, and whose address is P. O. BOX 40, AUSTIN, TEXAS 78761.

Lender). Borrower owes Lender the principal sum of Seventy-one thousand five hundred and Ninety Dollars (U.S. \$ 71,590.00).

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 January 1, 1998.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

UNIT 502 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE EIGHT ELEMENTS IN 1111 CHURCH STREET, EVANSTON, IL 60201, AS REFLECTED IN THE DECLARATION RECORDED AS DOCUMENT NO. 106644 IN THE OFFICE OF THE CLERK OF THE NORTHWEST 1/4, EAST OF RIDGE ROAD AND 1/4 OF THE EAST END OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

9167-1366

TAX I.D. #: 11-18-122-028-1024

which has the address of

Illinois

60201

(Zip Code)

1111 CHURCH STREET, UNIT 502, EVANSTON

(Street, City)

(*Property Address*)

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

GRILL 9105

VNP MORTGAGE FORMS 1-13-293 8100 1000/521 7291

Page 1 of 6

Form 3014 9/90
Amended 6/91

YAH

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Form 3014 9/90

1807-SOUTH WASHINGTON STREET
DOCU-TEC 1, INC.
NAPERVILLE, IL 60563

This instrument was prepared by:

My Commission Expires:

GIVEN under my hand and affixed seal this 16th day of December 1991
Signed and delivered the said instrument as HEREBE and voluntary, for the uses and purposes herein set forth.
Subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that S he
personally known to me to be the same person(s) whose name(s)

the SALLY A. CARLINS, A SINGLE WOMAN
of Nacary Public in and for said county and state do hereby certify
County ss: STATE OF ILLINOIS. COOK CO.

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

SALLY A. CARLINS
(Signature)

SALLY A. CARLINS
(Signature)

Witnesses:
in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and

- (Check applicable box(es))
- 1-1 Family Rider
 - 1-2 condominium Rider
 - 1-3 Adjustable Rate Rider
 - 1-4 Biweekly Payment Rider
 - 1-5 Planified Unit Delegement Rider
 - 1-6 Race Improvement Rider
 - 1-7 Second Home Rider
 - 1-8 Other(s) [Specify]

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

11/27/91

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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 rights, claims, and liabilities 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 other wise 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 satisfaction 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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21. **NON-UNIFORM COVENANTS.** Borrower and Lender further agree as follows:

- (a) Applicable law provides otherwise; The notice shall specify: (i) the action required to cure the default; and (ii) the date when 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 results in acceleration of the sums secured by this Security Interest; for collection by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to accelerate after acceleration and the right to assert in the foreclosure proceeding the non-existent or unperfected security interest and the right to collect all expenses incurred in pursuing the rights and remedies provided in this paragraph preceding.
- (b) Lender at its option, may require immediate payment in full of all sums accrued by the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums accrued before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums accrued by this Security Interest without further demand and may exercise this security interest whenever he so desires.
- (c) Lender shall be entitled to collect all expenses incurred in pursuing the rights and remedies provided in this paragraph preceding, but not limited to, reasonable attorney's fees and costs of little evidence.
- (d) Lender shall be entitled to collect all expenses incurred in pursuing the rights and remedies provided in this paragraph preceding, but not limited to, reasonable attorney's fees and costs of little evidence.

22. **RELEASCE.** Upon payment of all sums accrued by this Security Interest, Lender shall release this Security Interest without charge to Borrower.

23. **Waiver of Homestead.** Borrower waives all right of homestead exception in the Property.

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17. **Borrower's Right to Retain** If Borrower receives notice of demand on Borrower, Borrower shall provide a period of no less than 30 days from the date the notice is given to Borrower to receive sums prior to the expiration of this period, Lender may invoke any remedies available under this instrument if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies available under this instrument if Borrower fails to pay all sums secured by this instrument within the time specified in the notice of demand.

18. **Borrower's Right to Retain** If Borrower receives notice of acceleration, The notice shall provide a period of no less than 30 days from the date the notice is given to Borrower to receive sums prior to the expiration of this period, Lender may invoke any remedies available under this instrument if Borrower fails to pay all sums secured by this instrument within the time specified in the notice of demand on Borrower.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire hazards included within the term "extended coverage" and any other hazards, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender or failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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, for condemnation or forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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

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13. 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 of clause of this Security Instrument violates the 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.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary 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 to another 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.

Preparation of charge under the Note.

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 interests 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 limits; then: (b) any sums already collected from the borrower which exceeded permitted limits will be refunded to the borrower.

12. Successors and Assigns Bound: Joint and Several Liability; Co-signers. The co-tenants and agreeesments 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 co-tenants and agreeesments shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable jointly and severally with the other signers for all sums due under this Note.

11. Borrower: See Reversal Form Below. Lender will receive a copy of the instrument or modification of the instrument granted by this Security Instrument if it is recorded by the original Borrower or any successor in interest of Borrower.

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

If the Property is sold and held by Borrower, or if, after notice by Lender to Borrower that the condominium 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 sum secured by this Security instrument whether or not then due.

be applied to the sums received by this Security instrument as held or not the sums are then due.

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 due process paid to Borrower. In the event of a partial taking of the Property in which the fair

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.

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 becomes available and is obtained. Borrower shall pay insurance premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirements for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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FAN # 562469

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 16th day of December, 1991, 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:

LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS

(the "Lender")

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

1111 CHURCH STREET, UNIT #503, EVANSTON, ILLINOIS 60201

Block, Room

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

1111 CHURCH CONDOMINIUM
(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance 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 insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Form 3140 9 90

8-929

NFM MORTGAGE FORMS 373-293-6100 FAX 521-7291

1167-1366

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Form 3140-9/90

11-18-122-028-1024

Property of Cook County Clerk's Office
1107-1366

Borrower _____
(Seal)

Borrower _____
(Seal)

Borrower _____
(Seal)

SALLY A. CHASLINS, A SINGLE WOMAN
Borrower _____
(Seal)

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

Leender to Borrower requesting payment.
by the Security instrument at the Note rate and shall be payable, with interest, upon notice from
the Security instrument by Leender under this paragraph F shall become additional debt of Borrower secured
therein. Any amounts disbursed by Leender under this paragraph F shall be paid by Leender to Borrower
F. Remedies. If Borrower does not pay conditional dues and assessments when due, then Leender may pay
any amount paid by Leender under this paragraph F to Borrower.

Assumption. Any action which would have the effect of rendering the public liability insurance coverage
(ii) termination of professional management and assumption of self-management of the Owners
benefit of Leender.

(iii) any amendment to any provision of the Constitutional Documents if the provision is for the express
taking by condominium or eminient domain:
(i) the abandonment or termination of the Conditional 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
written consent, either partition or subdivision the Property or consent to:

E. Leender's Prior Consent. Borrower shall not, except after notice to Leender and with Leender's prior
written consent, either partition or subdivision the Property or consent to:
provided in Exhibit 10.

Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or the
unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be
paid to Leender. Such proceeds shall be applied by Leender to the sums secured by the Security instrument as
provided in Exhibit 10.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to