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This instrument was prepared by:
MARGARETTEEN & COMPANY INC
625 NORTH CT PALATINE, IL 60067

MORTGAGE

60903818

THIS MORTGAGE ("Security Instrument") is given on August 20th, 1992
The mortgagor is ARKADIUSZ SIEMIANOWICZ,
DOROTA SIEMIANOWICZ, HIS WIFE

("Borrower").

This Security Instrument is given to

MARGARETTEEN & COMPANY, INC.

under the laws of the State of New Jersey, and whose address is

One Ronson Road, Iselin, New Jersey 08830
Borrower owes Lender the principal sum of

which is organized and existing

("Lender").

Fifty-Nine Thousand, Eight Hundred Fifty and 00/100 Dollars
(U.S. \$ 59,850.00) 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 September 1st, 2022 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 9701-6E IN THE TERRACE SQUARE CONDOMINIUM AS DELINEATED
ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART
OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWN-
SHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT
A TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE
OF COOK COUNTY, ILLINOIS RECORDED AS DOCUMENT NO. 25132652,
TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON
ELEMENTS. PIN #09-10-401-100-1073

• DEPT-01 RECORDINGS \$33.50
• T48388 TRAN 2787 09/02/92 12:52:00
• #8707 + G --92-652334
• COOK COUNTY RECORDER

which has the address of

9701 N DEE RD UNIT 6E NILES, IL 60648

("Property Address");

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.

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MARGARETTE & COMPANY, INC.
625 NORTH CEDAR, 3RD FLOOR
ILLINOIS - SINGLE FAMILY FINANCIAL INSTRUMENT
Form 204-9/80

MAIL TO:

MAILED - MAR-12-1985 PM 5:00 (8:00 AM 8/91)
ILLINOIS - SINGLE FAMILY FINANCIAL INSTRUMENT

My Commutation expires:

1992

day of August

Given under my hand and official seal, this 20th

before me this day in person, and acknowledged that he, she, they signed and delivered the said instrument as his, her, their personally known to me to be the same Person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me and voluntary act, for the uses and purposes herein set forth.

DOROTA SIEMIANOWICZ, HIS WIFE

ARKADIUSZ SIEMIANOWICZ,

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

COOK

STATE OF ILLINOIS.

-Borrower

-Borrower

DOROTA SIEMIANOWICZ, HIS WIFE-Borrower

ARKADIUSZ SIEMIANOWICZ-Borrower

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

The following Rider are attached:
Condominium Rider

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



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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.

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

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

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This document contains non-mandatory provisions relating to the administration of the Pre-emption and Protection of the Property of the Borrower's Lessor Appellation; Lesseehold.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or replacement of property damaged, if the restoration of property is economically feasible and Lender's security is not lessened. If the restoration of property 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 them due, with any excess paid to Borrower. If Borrower repaid sums secured by this Security instrument, whether or not them due, the unpaid balance of the principal or interest or any other amount due under this instrument shall be applied to pay sums secured by this Security instrument, whether or not them due. The 30-day period will begin when the notice is given.

Unless Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property or a claim, when Lender may notice from Lender that the insurance carrier has offered to settle demands the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle demands the Property, or does not timely pay any amounts due under this instrument prior to the date of sale of the Property, Lender's right to any insurance proceeds shall be suspended until the date of sale of the Property, unless Lender's right to any insurance proceeds is referred to in Paragraph 2 of the monthly payments due under this instrument.

If under Paragraph 2 of the monthly payments referred to in Paragraph 2 of the monthly payments due under this instrument, Lender's right to any insurance policies and proceeds resulting from damage to the Property is acquired by Lender to the extent of the sums secured by this Security instrument.

of paid premiums and reinsurance notices, if the event of loss, Rotterman shall give prompt notice to the insurance carrier and

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

the Lender's right to require payment of principal and interest on the Note and the other amounts due under the Note and the other documents, and to exercise all rights and remedies available to it under the Note and the other documents.

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 flood, or lightning, for which [redacted] may be liable under its insurance. This insurance shall be maintained in the amounts and for the periods

lien to this Security Instrument, it isunder determinations that any part of the Trustee is subjected to a lien which may attach 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.

in writing to the payee of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the enforceable document of the lien in a manner acceptable to Lender; or (c) secures from the holder of the lien an agreement by the obligor to pay to Lender upon demand the amount of the debt or the amount of the deficiency, whichever is greater, plus interest at the rate of 12% per annum.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees to payments; (b) pays all amounts due under this Agreement, plus attorney's fees and costs, and (c) pays all expenses of collection, including reasonable attorney's fees and costs.

which may train prior to this date, or to any time prior to the date of this instrument, and which may be paid by the Borrower to the Lender, shall not affect the liability of the Borrower to pay the principal amount of this instrument.

2. third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. **Applicable Law of Proceedings.** Unless otherwise law provides otherwise, all proceedings received by Lender under Paragraphs by the Security Instruments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return 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 sum(s) secured

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.

If the Funds held by a Borrower 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

Borrower, will do, or charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debt is held to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security.

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, however, shall be paid on the funds. Lender shall give to

The Escrow Items, Lender may not charge Borrower for holding and applying the Funds, unusually surveying 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 such a charge.

expenses of future Board items or otherwise in accordance with applicable law.

Procedures Act of 1973. A remedial time to time is also provided for in section 14(2)(c).

"Escrow item," "Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount tendered

permits or ground rents on the Property, if any; (c) yearly hydro and 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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by lessee, 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") yearly leasehold taxes and assessments which may legally priority over this Security instrument as a lien on the Property; (b) yearly leasehold

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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 any 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 the borrower which exceed permitted limits will be refunded to the borrower. Under this provision, 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.

8. MORTGAGE INSURANCE – Lender required mortgagage insurance as a condition of the marking the loan secured by this security instrument. Mortgagage insurance shall be required by Lender unless it is waived by the mortgagor. Borrower shall pay the premium of the mortgagage insurance in lieu of condemnation, if, for any reason, the mortgagage insurance is not available to the mortgagor at the time of marking the loan secured by this security instrument. To obtain coverage adequate to the mortgagage previously in effect, a cost subsistantially equivalent to the cost to Borrower of the mortgagage previously in effect, from an alternate provider of the same coverage, shall be paid by Borrower. Mortgagage insurance shall pay the premium of the mortgagage insurance in effect, or for damages, direct or consequential, in connection with any condemnation of any part of the Property, or for conveyance in lieu of condemnation, if, for any reason, the mortgagage insurance is not available to the mortgagor at the time of marking the loan secured by this security instrument.

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 at the rate and from time to time Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Prerogative 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, Lender may sue to enjoin such proceedings or to make repairs. Although Lender may take action under this Paragraph 7, Lender will do so

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Property of Cook County Clerk's Office

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **20th** day of
August 1992 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
MARGARETEN & COMPANY, INC., a corporation
organized and existing under the laws of the state of NEW JERSEY
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

9701 N DEE RD UNIT 6E , NILES , IL 60648

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

Property Address

THE TERRACE SQUARE 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 one-twelfth 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.

D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower
in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the
common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such
proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

MULTISTATE CONDOMINIUM RIDER—SINGLE FAMILY—FNMA/FHLMC UNIFORM INSTRUMENT Form 3140 9/90

MAR-6017 Page 1 of 2 (Rev. 5/90)

Replaces MAR-5017 Page 1 of 2 (Rev. 1/87)

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MULTISTATE CONDOMINIUM RIDE-R-SINGLE FAMILY-FNMA/TITLE INSURANCE INSTRUMENT Page 3109/90

MAPS MAR 01 PM 102 (PA 1/87)
MAR-017 Page 2 of 2 (PA 5/91)

Property of Cook County Clerk's Office

92652874

DOROTA SIEMIANOWICZ
X-Joata Siemianowicz

ARKADIUSZ SIEMIANOWICZ
X-Marcin Siemianowicz

Rider:
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium
requesting payment.

E. REMEDIES. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.
Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower incurred 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.

F. REMEDIES. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.
Owners Association unacceptable to Lender.

(i) Any action which would have the effect of rendering the public liability insurance maintained by the
Owners Association of professional management and assumption of self-management of the Owners Association; or
any action which would have the effect of rendering the public liability insurance maintained by the
Lender;

(ii) Any amendment to any provision of the Constituent Documents if the provision is for the express benefit of
domestic;

(iii) Termination of professional management and assumption of self-management of the Owners Association; or
any action which would have the effect of rendering the public liability insurance maintained by the
Lender;

(iv) Any action which would have the effect of rendering the public liability insurance maintained by the
Lender;

G. TERMINATION OR ABANDONMENT OF THE CONDOMINIUM PROJECT, EXCEPT FOR ABANDONMENT OR TERMINATION REQUIRED
BY LAW IN THE CASE OF SUBSTANTIAL DESTRUCTION BY FIRE OR OTHER CAUSE OR IN THE CASE OF A TAKING BY CONDEMNATION OR EMINENT
CONSENt, EITHER PARTITION OR SUBDIVISION 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 CAUSE OR IN THE CASE OF A TAKING BY CONDEMNATION OR EMINENT
CONSENt, EITHER PARTITION OR SUBDIVISION THE PROPERTY OR CONSENT TO:

H. LENDER'S PRIOR CONSENT: Borrower shall not, except after notice to Lender and with Lender's prior written