

# UNOFFICIAL COPY

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92971904

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This instrument prepared by  
and should be returned to:

## MORTGAGE

CATHLEEN H. BRADY  
THE FIRST NATIONAL BANK OF CHICAGO  
1901 SOUTH MEYERS ROAD, SUITE 430  
CAKBROOK TERRACE, IL 60181

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 14, 1992 by and between WALTER W. HANNA AND PATRICIA S. MORRISON-HANNA, MARRIED TO EACH OTHER, as Mortgagors, and ROBERT L. HANNA, as Mortgagor, and THE BANK OF NEW YORK, as Trustee, for the benefit of the First National Bank of New York, as Lender.

(“Borrower”). This Security Instrument is given to

**THE FIRST NATIONAL BANK OF CHICAGO**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670**

**TWO HUNDRED FIFTY THREE THOUSAND & 00/100**

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, 2023**. 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

- 52971504

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. #: 17-16-407-021-1039

17-16-407-021-1050

which has the address of Illinois:

7-1 S DEARBORN UNIT SB-6B, CHICAGO [REDACTED] Street, City.

60605      ("Property Address")  
                is located in the City of San Jose, California.

**Zip Code:**  **Phone Number:**

Box 15

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of the actions set forth above within 10 days of the giving of notice. Security instrument, Lender may give Borrower a notice terminating the loan. Borrower shall satisfy the loan or take one or more steps to terminate, if Lender determines that any part of the property is subject to a lien which may attach priority over this security instrument or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to agreement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender's option to prevent the by, or defends against enforcement of the lien in, legal proceedings which in the lender's opinion operate to prevent the writings to the payment of the obligation secured by the lien in a manner acceptable to Lender (b) contains in good faith the lien Borrower shall promptly discharge any lien which has priority over this security instrument unless Borrower (a) agrees in

Borrower makes due payments directly. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph if

person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph if obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly to the which may claim priority over this security instrument, and established payee of record and, if any, Borrower shall pay these

3. **(Averages) liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions deductible to the Property

which, to the best of Borrower's knowledge, are due and owing, to any tax or charges due under the Note.

4. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs

5. **Security Instrument.** Paragraph 2, to any prepayment charges due under the Note, second, to amounts payable under paragraph 2;

and 2 shall be applied first, to any prepayment charges due under the Note, to amounts payable under paragraph 2;

and 2 shall be applied first, to principal due and last, to any tax or charges due under the Note.

Property, shall apply any funds held by Lender at the time of application of sale as a credit against the sums secured by this

held by Lender, (b) under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of sale of the

Upon payment in full of all sums secured by this security instrument, Lender shall promptly refund to Borrower any funds

which funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for

if the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for

to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve

not sufficient to pay the escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay

the excess funds in accordance with the requirements of applicable law, to the amount of the funds held by Lender in any time is

Lender may agree to be paid, Lender applies this provision otherwise, Lender shall not be required to pay a sum exceeding the amount

Lender may agree to be paid, Lender shall not be required to pay, Borrower any interest or earnings on the funds, Borrower and

Lender in connection with this loan, unless applicable law provides otherwise, Lender an agreement is made or applicable law

however, Lender may require Borrower to pay a sum in excess of the amount real estate tax reporting service used by

the Escrow items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge,

the Escrow items, Lender may not charge Borrower for holding and applying the funds, uniformly and duly using the escrow account, or verifying

Lender, if Lender is such an institution or in any federal home loan bank, Lender shall apply the funds to pay the Escrow

The funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity including

otherwise in accordance with applicable law.

estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or

amount, if so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount, Lender may

amended from time to time, 2 U.S.C., Section 2601 et seq., (BTSFA), unless another law applies to the funds sees a lesser

homepage loan may be due for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as

Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally related

provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

any) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the

or round rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if

and assessments which may attach to the Note, in full, a sum ("Funds") for (a) yearly taxes

Lender on the day immediately preceding payment of the debt evidenced by the Note and any prepayment and late charges due under the

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

3. **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.

4. **Assignment of Mortgagable Instruments.** Borrower and Lender cover the following:

THIS SECURITY INSTRUMENT constitutes a uniform security instrument covering real property.

variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to negotiate,

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.

TODGETHER WITH all the improvements now or hereafter erected on the property, All covenants and addendums shall also be covered by this security instrument

fixtures now or hereafter a part of the property. All covenants and addendums shall also be covered by this security instrument, and

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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, a 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), 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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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 this Security Instrument or the Note is held invalid, unenforceable or non-existent under 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.

1st sources, any notice to borrowers 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. If no notice shall be directed to the property Address of my other address borrower designees by my notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or by other address Lender designees by my notice to Lender. Any notice to Lender shall be given by first class mail to Lender when given as provided in this paragraph.

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 reasonably 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 limits, and (b) any sum already collected from Borrower which exceeded the charge to the loan under the terms of this Note will be deducted by reducing the principal owed under the Note or by making a direct payment to the Noteholder. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. Successors and Assigns Section 12. Successors and Assigns. The coverings 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 shall and severally liability, co-signer, shall be liable under this security instrument or the Note, without limit of time, to make any accommodations with regard to the terms of this security instrument or the Note, without limit of time.

11. Borrower will keep separate from his student loan a winner - extension of the time for payment of indebtedness of amortization of the security instrument granted by this Security Instrument for payment of any interest. Any borrower by his student loan a winner - extension of the time for payment of indebtedness of the security instrument for payment of any interest.

(unless Lead and Receiver otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the underlying payables referred to in paragraphs 1 and 2 or change the amount of such payables.)

If this Property is demanded 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 sums accrued by this Security Instrument, whether or not due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums received by this Security instrument whether or not the sums are then due.  
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, unless Borrower and Lender otherwise agree in writing or unless otherwise provided, the proceeds shall be applied to the sums received by this Security instrument whether or not the sums are then due.  
In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless otherwise provided, the proceeds shall be applied to the sums received by this Security instrument whether or not the sums are then due.

**10.1. 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

9. Inspection. Lender or its agent may make reasonable inspections 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.

Payments may no longer be required, at the option of lessor, if mortgage insurance coverage (in the amount and for the period that lessor requires) provided by an insurer approved by lessor against 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 premiums ends in accordance with any written agreement between Borrower and Lender or applicable law.

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CIRCA 1990

This instrument was prepared by an attorney or other person qualified to prepare such instruments. It is not a legal document and should not be relied upon as such. It is the intent of the parties to record this instrument in the office of the Clerk of the Circuit Court of Cook County, Illinois, and it is the responsibility of the parties to see that the instrument is recorded. It is the intent of the parties to record this instrument in the office of the Clerk of the Circuit Court of Cook County, Illinois, and it is the responsibility of the parties to see that the instrument is recorded. It is the intent of the parties to record this instrument in the office of the Clerk of the Circuit Court of Cook County, Illinois, and it is the responsibility of the parties to see that the instrument is recorded.

**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:

*Walter W. Hanna* (Seal)  
WALTER W. HANNA  
Borrower

*Patricia S. Morrison-Hanna* (Seal)  
PATRICIA S. MORRISON-HANNA  
Borrower

STATE OF ILLINOIS,

*Andrea Y. Scott*, a Notary Public in and for said county and state do hereby certify that  
WALTER W. HANNA AND PATRICIA S. MORRISON-HANNA, MARRIED TO EACH OTHER  
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14 day of December, 1992.

My Commission Expires:

"OFFICIAL SEAL"  
ANDREA Y. SCOTT  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/8/93  
N.P. (IL) 19105

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Form 3D14 S/96

21. Acceleration of Breach of Contract: Remedies: Lender shall give notice to Borrower prior to accelerating 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 which the default must be cured; and (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, foreclosing and sale of the property. The notice shall further inform Borrower of the right to remit late 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 notice 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 attorney fees and costs of the 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 recording costs.

23. Waiver of Homestead: Borrower waives all right to homestead exemption in the property.

#### **NON-LUNGORM COUNTRIES** Brought under lighter government and agree as follows:

**18. Borrower's Right to Remonstrate.** If Borrower needs certain conditions, Borrower shall have the right to have by this Security Instrument without further notice or demand on Mortgagor:

- (a) application of this Security Instrument before the date of the Property Pursuit in any power of sale contained in this Security Instrument or (b) entry of a judgment entitling 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 attorney's fees, and (d) makes such action as Lender may reasonably require to assume the loan of this Security Instrument.

If Landlord exercises this option, Landlord 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, Landlord may invoke any remedies permitted by law.

16. **Transformer's copy.** Transformer shall be given one countersigned copy of this note and of this security instrument.  
17. Transfer of the property or a **Debtwall interest** in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a general interest in Borrower), it is sold or transferred and Borrower is not a natural person) without lander's prior written consent, lender may, at his 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 instrument.

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Mail Suite 2106  
One First National Plaza  
Chicago, Illinois 60670  
Telephone: (312)732-4000

LOAN # 0002054132  
711 S DEARBORN UNIT 5B-6B  
CHICAGO, IL 60605

UNITS 5B-6B IN PRINTERS ROW CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 3, 4, 9, 10, 15 AND 16 (EXCEPT FROM SAID LOTS THAT PART TAKEN OR USED FOR DEARBORN STREET AND PLYMOUTH COURT) IN WALLACE AND OTHER'S SUBDIVISION OF BLOCK 135 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS "EXHIBIT A" TO THE DECLARATION OF CONDOMINIUM RECORDED ON MARCH 19, 1980 AS DOCUMENT NUMBER 25,396,708, TOGETHER WITH THE RESPECTIVE INDIVIDUAL PERCENTAGE INTEREST IN SAID PARCEL APPURTEnant TO SAID UNIT (EXCEPTING THEREFROM ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREIN AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

52971964

REAL ESTATE TAX I.D. #: 17-16-407-021-1039  
17-16-407-021-1050

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Property of Cook County Clerk's Office

## **CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this **14TH** day of **DECEMBER**, **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 **THE FIRST NATIONAL BANK OF CHICAGO**.

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

711 S DEARBORN UNIT 5B-6B, CHICAGO, ILLINOIS 60605

#### {Property Address}

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

**PRINTERS ROW 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.

**CONDONIUM 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 mandates, 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:

- (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 Owner's 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 or not the

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

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(PDS)

Literatur

SEAL

PATRICIA S MORRISON-HANNA

BY SIGNING BELOW, Borrower agrees to the terms and provisions contained in this addendum.

**E. Remedy:** We will borrower does not pay nondiscretionary dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph E shall become additional debt of Borrower secured by the Security in favor of Lender. 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.

(iv) any action which would have the effect of rendering the public liability insurance coverage

(iii) termination of professional management and assumption of self-administration of the Owners' association of Lechner.

by condemnation or eminent domain;

provided in Uniform Coverage 10. Under such proceeds may be applied for taxes or the sum so earned by the beneficiary may be