

# UNOFFICIAL COPY

Loans & Advances - C.R.C. 1000

Page 10

After the first year, the project will be evaluated by the steering committee. If the project is successful, it will be continued for another year. If the project is not successful, it will be discontinued.

Chicago Association

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RECORDED BY GENEVA RECORDERS  
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TUEA 100009 1982 = L

66-10226

Figure 3. A schematic diagram of the proposed model for the formation of the  $\text{Fe}^{2+}/\text{Fe}^{3+}$  redox couple.

"Standard" possession cases [under the present law] can be

The above class will be given at the University of California, Berkeley, during the summer months.

MORTGAGE

000-000

66004703

Wheat Recorded Main To

This instrument was prepared by

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## 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, and if the Note is paid in full, a sum ("Funds") for: a) yearly taxes and assessments which may attain priority over this Security Instrument; b) taxes on the Property; c) yearly leasehold payments or ground rents on the Property, if any; d) yearly hazard or property insurance premiums; e) yearly flood insurance premiums, if any; f) yearly mortgage insurance premiums, if any; and g) any sum 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. paragraph 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution which is depository for funds held by a federal agency, instrumentality, or entity, including Lender, if Lender is such an institution or entity. When loan funds, 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. Under an agreement no less 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, within thirty (30) days after the first drawing 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 11, Lender shall let go of all 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 to 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 charge, fee and costs, second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal due, and last, to any late charge due under this 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 1, 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 a statement of account to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender a copy of such direct payments.

Borrower shall promptly discharge and keep the Property free of this Security Instrument unless Borrower has agreed in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, it contests in good faith the validity, or defends against enforcement of the lien in a legal proceeding which in the Lender's opinion is specific to prevent the enforcement of the lien, or to secure a return from the holder of the lien an amount equal to the value of the lien to the 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 other or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard, and lightning within the term "extended coverage" and any all hazards, including floods or flooding, for which Lender requires insurance. This insurance will be maintained in the amount, and for the period that Lender requires. The insurance carrier providing the insurance shall be the one by Borrower's right 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 negotiable 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 reasonably likely to be done and Lender's security is not impaired. If the restoration or repair is not economically feasible or Lender's security is not impaired, 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 foreclose on the 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 paragraph 1, and for this purpose the amount of the payments. If under paragraph 11 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 sum secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold.** 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 judgement 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 CLOSER ID: 10245

Font: Arial Version: 10.0 Date: 1/1/2013  
Page 2 of 5 Page 2 of 2  
10359 406 437 1 - Long Form

Loan #: 10359 406 437  
Copies: 1 of 3 - Perforated  
1 of 3 - Borrower  
1 of 3 - Lender

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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 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 form of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable with interest upon demand from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender requires 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 alternative 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 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, is provided by an insurer approved by the Lender again becomes available and is obtained, Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends, in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for removal or denial of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: a. the total amount of the sums secured immediately before the taking, divided by b. the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower and, after notice and demand, Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 and shall change the amount of such payments.

**11. Borrower Not Relieved; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Covenants.** The covenants and agreements of this Security Instrument shall bind and benefit the joint and several obligations of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several, and Borrower who signs this Security Instrument binds to execute the Note. b. is co-signing this Security Instrument only to mitigate plaintiff's recovery. Borrower's interest in the Property under the terms of this Security Instrument b. is not personally obligated to pay the sums secured by this Security Instrument, and he agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge collected or to be collected in connection with the loan exceed the permitted limits, then a. any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and b. any sums already collected from Borrower which exceed the permitted limit will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires a different 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 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.

CLOSER ID: 11243

Statewide Title Company - San Jose, CA

Page 3 of 3

10300 20th St., San Jose, CA 95120

Loan # 10002691715

Copies: 1 or 3 - Seller or Lender

2 or 3 - Borrower

3 or 3 - File

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16. **Borrower's Copy.** Borrower shall be given one (1) 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 acceleration 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 (or 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 judgement 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 use nor permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not allow any one 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 advised 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, propane, 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 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 recording fees.

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

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 were a part of this Security Instrument. (Check applicable boxes.)

Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 Other(s) specify \_\_\_\_\_

Condominium Rider  
 Planned Unit Development Rider  
 Convertible Rider

1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

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UNITS 203 AND P-09 IN CLIBOURN LOFTS CONDOMINIUM AS  
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED ESTATE:  
ESTATE: LOTS 1 TO 4 BOTH INCLUSIVE AND LOTS 25 TO 26  
BOTH INCLUSIVE IN BLOCK 5 IN SUBDIVISION OF LOTS 1 AND 2  
IN BLOCK 6 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION  
32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT  
B TO THE DECLARATION OF CONDOMINIUM OWNERSHIP PREVIOUSLY  
AS DOCUMENT NUMBER 27162456; TOGETHER WITH ITS UNDIVIDED  
PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN CHICAGO,  
ILLINOIS.

DOC# NUMBER: 0002691715

Property of Cook County Clerk's Office

6660000000000000

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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.

Judith L. Friedman by D. H. Kline, Esq., attorney at law

Date

Date

Date

Date

State Bar # \_\_\_\_\_ / Bar Association \_\_\_\_\_

STATE OF ILLINOIS

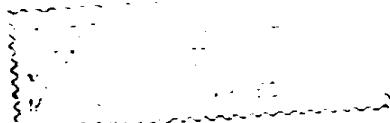
COUNTY OF Cook

{ ss }

I, M. A. Garivillan, Notary Public, and for said County and State do hereby certify that JUDITH L. FRIEDMAN and D. H. KLINE, above written, are two persons personally known to me to be the same persons whose names are 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 11th DAY OF March  
1970.

MY COMMISSION EXPIRES:



6/20/2019 10:58:56 AM

CLOSER ID: 10248  
FHA PHMC Uniform Settlement Statement 80144-9-90  
Page 6 of 6  
100663 File # 91-1-1 - Single Family

Loan # 0002691718  
Copies: 1 of 3 - Return to Lender  
2 of 3 - Borrower  
3 of 3 - File

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## CONDOMINIUM RIDER

REC'D BY:

The undersigned Rider, executed on the 10th day of MARCH, 1990  
and is incorporated by reference and made a part of the foregoing, Deed of Trust or  
Security, Deed, the Security Agreement, Note, the Promissory Note, and Indenture, the "Borrower" to  
secure Borrower's interest in real estate located at 400 E. HANOVER, ALEXANDRIA, VA, 22314  
the "Property", and all documents, papers and covering the Property, described in  
the Security, instrument and related documents.

THIS CONDOMINIUM RIDER IS MADE A PART OF THE SECURITY INSTRUMENT.

THIS CONDOMINIUM RIDER IS MADE A PART OF THE SECURITY INSTRUMENT.

The Borrower, the Lender and the Owners of the Property, agree to the following terms and conditions in the Condominium Rider:  
The Owners Association is the organization which is the benefit trustee of its members or owners of the  
Property, and is subject to the rules and regulations of the association and the uses, proceeds and benefits of  
the condominium project.

**CONDOMINIUM COVENANTS.** The Borrower agrees to the covenants and agreements made in the Security,  
Instrument, Borrower and Lender and the Condominium Rider.

**A. Condominium Obligations.**

Condominium Project, including, without limitation, the Declaration of Covenants, By-Laws, Rules and  
Regulations, the Owners Association, the Condominium Project, the Lender, the Borrower, the Security  
Instrument, and all documents, papers and instruments relating thereto, including, codes of regulation and all other  
applicable documents, Borrower shall pay all taxes, assessments, dues and assessments imposed pursuant to  
the Condominium Documents.

**B. Hazard Insurance.** Borrower shall maintain hazard insurance with a general, associated insurance  
carrier, a master or blanket policy, in amounts sufficient to satisfy the requirements of Lender and which  
includes coverage for damage to the property, personal injury and against the hazard carrier required,  
including fire and liability insurance, in amounts and types as directed by Lender.

Lender will be the beneficiary of the hazard insurance policy, payment to Lender or  
otherwise for the protection of Lender's interest in the Property; and

Borrower will maintain a separate insurance policy to cover the hazard coverage on the  
Property, in amounts equal to the amount of the hazard coverage maintained by the Owners Association  
Policy.

From time to time, Lender may require Borrower to increase the hazard coverage  
if the amount of the hazard coverage is insufficient to satisfy the requirements of Lender or if damage  
to the Property, which is the responsibility of the Borrower, is incurred, the proceeds payable to Borrower are  
hereby assigned and the Lender is subrogated and entitled to the sum secured by, the Security, instrument,  
and any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take all reasonable care to insure that the  
Owners Association maintains a public liability insurance in amounts sufficient to meet the  
amount of the event of damage to persons or property.

**D. Condemnation.** In the event of condemnation of any part of the Project, or consequential, payable  
to Borrower, a portion of which is the Condominium Project, by any person or entity, part of the Property, whether  
or the joint or sole ownership of the same, or by any other person or entity, or if all or a portion thereof, is  
assigned and/or sold to a third party, or if any part of the same is taken, either in the sum secured by, the Security,  
Instrument as provided in the Condominium Project.

**E. Lender's Prior Consent.** Borrower shall not make any assignment to Lender and will obtain prior  
written consent from Lender before making any assignment.

The Lender shall have the right to require that the Condominium Project, except for assignment or  
termination required by, or in the case of a legitimate construction by, fire or other casualty, or in the case of  
a taking by condemnation or eminent domain,

any assignment to Lender, provided in the Condominium Documents, if the provision is for the  
express benefit of Lender.

Termination of professional management and assumption of self-management of the Owners  
Association, or

any action which would have the effect of rendering the said liability insurance coverage  
terminated by the Owners Association, shall be subject to Lender.

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**F. Remedies.** If Borrower does not pay, or fails to make due and assessments when due, then Lender may, at their sole discretion, declare all Lender's Loans and Liens unpaid & become actions debt of Borrower secured by the Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts will bear interest from the time of non-payment at the late rate and the same payable with respect to the principal amount of the original loan.

By SIGNING BELOW, Borrower and Lender agree to the terms and provisions contained in this Document.

Judith S. Friedman is the attorney in fact.

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**CLOSER TO: 10243**  
FBI LABORATORY INSTRUMENT 10243-10-63  
Page 2 of 2 CBAZ  
10243-1025 4-81 NAT CBAZ

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Loan # 0002691715  
Copies: 1 of 3 - Lender  
2 of 3 - Borrower  
3 of 3 - File