

UNOFFICIAL COPY

92213117

DEED
IN
THE
NAME
OF
ANN MARIE HANLEY AND OWEN MARTIN DONACHEY
AS
CO-OWNERS
OF
REAL PROPERTY
LOCATED
AT
9024 ORLAND COURT
UNIT #306
ORLAND PARK, ILLINOIS
PIN 27-10-413-009-1006

FILE # 0302547

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 27, 2007, by ANN MARIE HANLEY, A SINGLE PERSON, AND OWEN MARTIN DONACHEY, A SINGLE PERSON, ("Borrower"), to THE INVESTORS, NAVIN LIAU, ESQ., ATTORNEY FOR THE LENDER, ("Lender"). This Security Instrument is given to THE INVESTORS, NAVIN LIAU, ESQ., ATTORNEY FOR THE LENDER, which is organized and existing under the laws of the United States, Massachusetts, and whose address is 200 East Lake Street, Maynard, Massachusetts 01754. The Lender is the "Holder" of the Note and the "Holder" of this Security Instrument. Borrower owes Lender the principal sum of FIFTY SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 dollars (\$56,250.00). This debt is evidenced by Borrower's note dated the same date as the Security Instrument, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 14, 2007. The term of the Note is 120 months. This Security Instrument secures to Lender: (a) the payment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) payment of all amounts, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; (c) all other sums due to Lender by virtue of Borrower's covenants and agreements under this Security Instrument and the Note. By this instrument, Borrower hereby grants, pledges and conveys to Lender the following described property located in Cook County, Illinois:

UNIT NUMBER 306 IN 9024 ORLAND COURT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 7 IN ORLAND SQUARE A PLANNED UNIT DEVELOPMENT UNIT "C", ORLAND SQUARE APARTMENTS PHASE 1, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 10, TOWNSHIP 36 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 AS DOCUMENT 258332699 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN 27-10-413-009-1006

which has the address of 9024 ORLAND COURT, UNIT #306, ORLAND PARK, ILLINOIS 60462

(Property Address)
Prop C-02

92213117

Exhibit

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

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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's insurance company provides coverage, for the amount of the principal amount of the Note plus interest accrued thereon, less the amount of any insurance proceeds received by Borrower.

Borrower shall promptly discharge any loan which has priority over this Security instrument unless a Borrower (a) agrees in writing to die payiment of the obligation secured by the loan in a manner acceptable to Lender; or (b) contains in good faith the intent of the defcndants to defcnd the interest of the Lender in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the loan or (c) secures from the holder of the loan an agreement satisfactory to Lender super-
diinating the loan to this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attach prioriy over this Security instrument, Lender may give Borrower a notice demandingly the Lender. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. **Chargess** **Taxes**, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may affect this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligations to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph. If Borrower makes these payments directly, Borrower shall furnish to Lender, except as evidenced by the payee's signature, a copy of the instrument of payment.

Section 3. Application of Payments. Unless otherwise specified, all payments received by Lender under

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

If the Funds held by Lender exceed the amounts paid to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the regulations of applicable law; If the amount of the Funds held by Lender is not sufficient to pay the interest accrued to date, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months, at Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender), insofar as such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applies each charge to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate reporting service used by Lender in connection with this loan, unless applicable law prohibits Lender from making such a charge.

reasonable estimates of expenditures of future Federal Government, may demand the revision of laws and the application of certain other laws.

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All insurance premiums and renewals shall be acceptable to Lender and shall not be a standard mortgage clause. Lender shall have the right to hold the premium and renewal. 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.

Borrower may make payment in writing, at Lender's place of business, to be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not levied. If the restoration or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with an excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days notice from Lender that the insurance carrier has offered to settle a claim, then Lender may, out of the insurance proceeds, Lender may immediately apply to repair or restore the Property or to pay sums secured by the Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Proposed Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the immediate payment referred to in paragraph 1 of this Clause, change the amount of the payments, if under paragraph 21 the Lender acquires by transfer, however, right to an insurance policy and procedure resulting from damage to the Property prior to the application of the proceeds of the Security instrument, the time so agreed by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preparation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold. Borrower shall occupy, establish, and use the Property as his principal residence within sixty days after the execution of this Security Instrument and shall continue to do so for the period of Borrower's principal residence for at least one year after the date of occupancy, unless otherwise provided in the lease or rental agreement, which covenant shall not be unreasonably withheld, or unless the tenancy is terminated by the lessee or licensee. Borrower shall not destroy, damage or repair the Property, except the Property and fixtures and equipment thereon shall be in default if any term or condition of the lease or rental agreement is violated in favor of Lender, upon such judgment could result in forfeiture of the Property or other legal or equitable relief. If Lender has a security interest in the Property, instrument of Lender's security interest. Borrower may cure such a default by giving notice of the proposed cure and proceeding to be done, and with a return that, in Lender's opinion, fully cures the default in the security interest in the Property, or of no material impairment of the security interest in the security interest. Borrower shall discharge all debt at Borrower's expense, including reasonable attorney fees, incurred in connection with the preparation of the instrument of Lender's security interest, if the instrument of Lender's security interest is materially false or inaccurate or contains any statement in connection with the loan application which is untrue in fact. The Property is held by Borrower as a principal residence. If the Property is to be used as a secondary residence, Borrower shall pay all the provisions of the lease, if any, in writing. Lender agrees to the

7. Protection of Lender's Rights in the Property. If there is a conflict between the elements and agreements contained in this Section 7 and any other provision of this Agreement relating to Lender's rights in the Property (including proceedings in equity or in admiralty, the admiralty or general law, or federal or state regulations), then Lender may demand and pay for whatever is necessary to protect, preserve, and defend Lender's rights in the Property. Lender's actions may include paying attorney's fees and expenses, including reasonable compensation for any documents appearing in court, paying reasonable amounts of fees and expenses in the Property, and the like. Each Lender may take action under this paragraph 7. Lender does not have to do so.

Any amount due by the Debtor under the paragraph shall be considered debt of the Debtor by this Security Instrument. The Debtor will be liable for the debt of present and future amounts, full legal interest from the date of debting, and costs of collection. The party which holds this instrument and makes a demand to the Debtor requesting payment.

3. Mortgage Insurance. If the Lender requires that the Borrower maintain insurance on the property mortgaged by this Security Instrument, Borrower shall pay the premiums required to maintain such insurance in effect. If, for any reason, the mortgage insurance coverage required by the Lender is discontinued or terminated, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the previous coverage, or a loss reserve in effect, at a cost substantially equivalent to the cost to Borrower of the insurance required by the Lender, if such other form of coverage is approved by Lender. If substantially equivalent mortgage insurance is discontinued or terminated, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly premium required to maintain the coverage when the insurance coverage lapsed or ceased to be in effect. Lender will accept, as an alternative to the premium or a loss reserve in lieu of mortgage insurance, loss reserve payments may be made to Lender, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain such insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends or is discontinued, unless otherwise agreed between Borrower and Lender or approved by:

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16. Borrower's Copy. Borrower shall be given one color-coded copy of the title 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

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 clause of 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 the extent that the provisions of this Security Instrument and the Note

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mail to Borrower at his address set forth above, or to his place of business, if any, at such time as provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender as given in this Security Instrument.

12. Loan charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges, as set forth in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced to the amount necessary to reduce with the loan charge to the permitted limits; and (b) any sum already collected or to be collected in connection with the loan charge shall be reduced by the amount necessary to reduce the loan charge to the permitted limits.

12. Successors and Assignees Found; Joint and several liability; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors to and assigns of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note; (a) is co-signing this security instrument only to mortgage, (b) is co-signing this security instrument with the intent to make any agreement with Lender and Borrower, and (c) agrees that Lender and any other Borrower may agree to extend, modify, amend or alter the terms of this Security instrument or the Note without the Borrower's sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to pay the Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the Borrower's interest in the Property under the terms of this Security instrument; and (d) is not personally obligated to pay the Borrower's interest in the Property under the terms of this Security instrument or the Note.

Unless less Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the non-recourse payable otherwise agreed to in paragraphs 1 and 2 of clause 1 of such payments.

11. Borrower Not Responsible for Failure to Meet a Lender's Extension of the Time for Payment of such payments.

modification of authorization of the same set out by the Society instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower of Borrower's successor in interest to pay amounts otherwise than those specified in the original instrument of this Agreement.

12. Borrower's Successor in Interest

otherwise notwithstanding the termination of this Agreement by reason of any demand made by the original Borrower or Borrower's successor by Lender in exercising any right or remedy shall not be liable for the costs and expenses of any kind or character.

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, whether or not then due, with any excess paid to Borrower. In the event of a partial taking, then the amount of the sums secured by this Security Instrument which is equal to or greater than the amount of the Property in which the holder or not then due, shall be applied to the sums secured by this Security Instrument, whether or not then due.

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

9. Inspector shall under such circumstances as may make it reasonable give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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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 (c) the entry of a judgment enforcing the 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.

20.7 CURE AND CANCELLATION. 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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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)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) {specify} | | |

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:

Kelli Mullik *Kelli Mullik* ANN MARIE HANLEY *Ann Marie Hanley* (Seal)
..... ANN MARIE HANLEY(Seal)

..... OWEN MARTIN DONAGHEY *Owen Martin Donaghey* (Seal)
..... OWEN MARTIN DONAGHEY(Seal)
Social Security Number 322-76-4728
Social Security Number 324-74-3734 Borrower

(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS,

COUNTY SS: *Will*

I, The Unsigned, a Notary Public in and for said county and state, do hereby certify that ANN MARIE HANLEY, A SINGLE PERSON AND OWEN MARTIN DONAGHEY, A SINGLE PERSON, 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 27th day of July, 1992

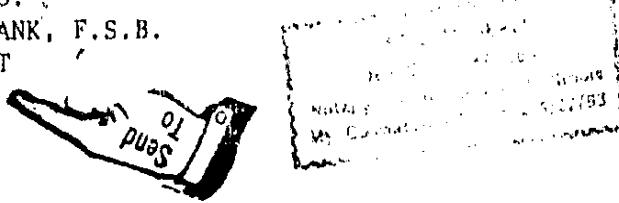
My Commission Expires:

6/30/93

Minneapolis, MN
Notary Public

This Instrument was prepared by:

RECORD AND RETURN TO:
INVESTORS SAVINGS BANK, F.S.B.
200 EAST LAKE STREET
WAYZATA, MN 55391



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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 27TH day of MARCH , 1982....., 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 INVESTORS SAVINGS BANK, F.S.B. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
9024 ORLAND COURT, UNIT # 306, ORLAND PARK, IL 60462
[Property Address]

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

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(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 casualty or in the case of a taking by condemnation or eminent domain;

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

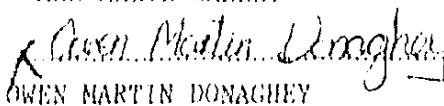
(iii) termination of professional management and assumption of self-management of the Owners Association; or

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

F. 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 F shall become additional debt of Borrower secured 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.

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


ANN MARIE HANLEY (Seal)
Borrower


OWEN MARTIN DONAGHEY (Seal)
Borrower