



# UNOFFICIAL COPY

Form 307A/8/90

Page 2 of 6

Part II (1) (a)(a)

All of the foregoing is referred to in this Security Instrument as the "Property".  
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtelements, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.  
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.  
THIS SECURITY INSTRUMENT combines uniform covinants for ratable use and non-uniform covinants which limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.  
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may actually payable in insurance premiums, (b) yearly leasehold payments and assessments on the property over which Lender is Security interest as a lien on the property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Fees".  
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 to be paid, to hold interest on the Funds and applicable law permits Lender to make such a charge. The Escrow Items, unless Lender pays Borrower for a charge for an independent real estate tax reporting service used by Lender, if Lender is such an institution as in any Federal Home Loan Bank, Lender shall apply the Fees to pay the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Fees.  
Lender, if Lender is such an institution as in any Federal Home Loan Bank, Lender may not charge Borrower for a charge in an institution whose debts are insured by a federal agency, insurability, or currency (including othervise in accordance with applicable law).

The Funds shall be held in an account which may actually be insured by a federal agency, insurability, or currency (including othervise in accordance with applicable law).  
If the Fees held by Lender exceed the amounts specified by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in excess of all sums secured by this Security Instrument.  
Upon payment in full of all sums secured by this Security Instrument, Lender shall pay back to Borrower any Funds held by Lender in the manner provided in paragraph 2, or if not paid in full manner, Lender is liable to the Borrower for the amount of acquisition or sale as a credit against the sums secured by this Security Instrument, shall apply any Funds held by Lender at the time of acquisition or sale to the Borrower, and Lender shall be liable to the Borrower for the amount paid by Lender to the Borrower.  
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, to interests due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 2, 1 and 2 shall be applied: first, to any prepayments due under the Note; second, to amounts payable under paragraph 2;

Security Instrument, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument, shall apply any Funds held by Lender at the time of acquisition or sale of the property held by Lender, if, under paragraph 2, or if the Borrower acquires or sells the property, Lender is liable to the Borrower for the amount paid by Lender to the Borrower to pay the Escrow Items when due, Lender shall make up the deficiency in no more than twelve months after the time necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after the time necessary 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. If the amount of all sums secured by this Security Instrument held by Lender is less than the amount paid by Lender to the Borrower to pay the Escrow Items when due, Lender shall pay back to Borrower any Funds held by Lender to the Borrower.

If the Fees held by Lender exceed the amounts specified by this Security Instrument, Lender shall promptly refund to Borrower for the amount paid by Lender to the Borrower.

3. Payment of Taxes and Insurance. Borrower shall pay when due the principal of and interest on the property, and any other charges due under the Note.

4. Advances and Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property, to interests due; fourth, to principal due; and last, to any late charges due under the Note.

5. Security Interest. Lender may give Borrower a notice terminating its security interest in the property to a lien which may attach once or more than twelve months after the date of the giving of notice.

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If

any person owing payment to Lender shall furnish to Lender all notices of amounts to be paid under this paragraph. If

any obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them directly to the which may attain priority over this Security Instrument or ground rents, if any, Borrower shall pay these

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender 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 or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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, or if, after notice by Lender to 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 restoration or repair of 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 paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; 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 or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants 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 but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that 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 (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear 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 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 limit; and (b) any sums already collected from Borrower which exceeded permitted limits 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 use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Deed of Trust be in effect, Lender will accept use and retain these payments as a loss reserve in lieu of mortgagor insurance. Loss reserve one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to subsistually equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance previously in effect from an alternative mortgage insurer provided by Lender. If Lender receives payment of the monthly premium from another insurer, Lender will remit the amount received to the alternative insurer.

Any amounts disbursed by Leader under this paragraph shall become additional debt of Borrower secured by this Security instrument. Unless Borrower and Leader agree to offset debts of paymaster, these amounts shall bear interest at the rate of disbursement at the Note rate and shall be payable, with interest, upon notice from Leader to Borrower regarding payment.

7. Protection of Leander's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect Leander's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Leander may do and pay any sums secured by a lien which has priority over this Security Instrument, appealing in court, paying reasonable attorney's fees and curing or make repairs. Although Leander may take action under this paragraph, Leander will not be liable for the expenses of such action.

shall comply with all the provisions of the case. It borrows acquire less than 10 percent, the case should stand the rule shall not merge unless under agrees to the merger in writing.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the timely payment of amounts 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 prior to the acquisition.

by this Security is used when either or not then due. The 30-day period will begin when the notice is given.

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, whichever of the two is less.

premiums and renewals notices, in the event of loss, Rotower shall give prompt notice to the insurance carrier and insurer, demand may make proof of loss if not made promptly by Rotower.

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 Borrower shall propose to Lender any changes in the policies or renewals, Lender may require such changes to be made before Lender will accept the policies or renewals.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property in accordance with Paragraph 7.

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200 EAST LAKE STREET, WAYZATA, MN 55391

This instrument is a copy of the original instrument recorded in the office of the Clerk of the County of Hennepin, State of Minnesota, on 6/29/93, at page 1 of book 1993-681. It is a copy of the original instrument as it appears in the records of the Clerk's Office. It is not a copy of the original instrument as it appears in the records of the Commissioner of the Land Department or the Commissioner of the State Auditor.

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       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 V.A. Rider       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:

*Christine A. Zagroba* (Seal)  
CHRISTINE A. ZAGROBA, Borrower

(Seal)

*Cyrk* (Seal)  
Cyrk, Borrower

(Seal)

(Seal)

-Borrower

(Seal)

STATE OF ILLINOIS, County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify that,

CHRISTINE A. ZAGROBA, *Sherie*, 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 she signed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14TH day of MAY 1993.

Notary Public

"OFFICIAL SEAL"  
THOMAS F. SAMMONS  
This instrument was prepared by INVESTORS SAVINGS BANK, F.S.B., 2311 WEST 22ND STREET, MINNEAPOLIS, MN 55407  
MY COMMISSION EXPIRES 6/29/93

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

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23. Water of Homesested, Bottomer waves all night of homesested exempon in the Troperry.

Without charge to Borrower, Borrower shall pay any recordation costs.

Upon payment of all sums secured by this security instrument, Lender shall receive this security instrument.

**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 date on which the default must be cured; and (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (e) any reasonable attorney fees incurred in pursuing the remedies provided in this paragraph. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, but not shall be entitled to collect all expenses incurred in pursuing the remedies provided by this paragraph, but not limited to, reasonable attorney fees and costs of title evidence.

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

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 regulate activity or environmental protection.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any Governmental or regulatory agency or any other party.

20. Hazardous Substances, Bottomwear, shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or carcinogens that shall not be generally recognized to be appropriate to normal residential uses and to minimize damage to the Property.

19. Sale of Note or Charge of Loan Service. The Note or a partial interest in the Note (logbook) 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 (know as "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 in a sale of the Note and this Security Instrument. If there is a change in 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.

18. Borrower's Right to Remonstrate. 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) before sale of the Property pursuant to any power of sale contained in this Security Instrument or (b) carry out a judgment enjoining this Security Instrument. Those conditions are (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (c) pays all expenses incurred in curing any nonconformities or deficiencies; (d) takes such action as Lender may reasonably require to assume that the loan limited to, reasonable attorney fees; and (e) makes such payment as Lender may reasonably require to assume that the loan limited to, reasonable attorney fees; and (f) provides security acceptable to Lender.

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

16. Borrower's Copy. Borrower shall be given one consummated copy of the Notes 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 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 general law as of the date of this instrument.

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LOAN: 0424515

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 14TH day of MAY, 1993, 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:

1243 BALDWIN LANE #212, PALATINE, ILLINOIS 60067

(Property Address)

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

SAN TROPICAL COMMUNITY ASSOCIATION

[Name of Condominium Project]

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

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

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

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

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

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

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or not the same is covered by insurance, shall be paid to Lender for application to the sums secured by the Security Instrument.

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

Form 3140-0/90  
Page 1 of 2

VMP MORTGAGE FORMS - (313)293-8100 - (800)621-7291

Initials: *[Signature]*

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-Borrower  
\_\_\_\_\_  
(Scal)

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

F. RENT DUE. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amount 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, which amounts shall bear interest from the date of disbursement until paid in full, 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 maintained by the Owners Association unacceptable to Lender.

(v) Any association of professionals management and assumption of self-management of the Owners Association or benefit of Lender.

(vi) termination of professional management and assumption of self-management of the Owners Association or eminence domain.

(i) the abandonment or termination of substantial destruction by fire or other causality or in the case of a taking by condemnation or eminent domain;

written consent, either partition or subdivide the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Covenant 10.

paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as part of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be