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93585878

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RESIDENTIAL LOAN PROCESSING CENTER  
P.O. BOX 59055  
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INSTRUMENT PREPARED BY:  
RESIDENTIAL LOAN PROCESSING CENTER

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DEPT-01 RECORDING \$35.50  
T#00000 TRAN 2822 07/28/93 15:54:00  
\$6894 + 93-585878  
COOK COUNTY RECORDER

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 22, 1993. The mortgagor is CLEO F. WILSON, A SINGLE PERSON

This Security Instrument is given to MERRILL LYNCH CREDIT CORPORATION, which is organized and existing under the laws of DELAWARE, 7751 BELFORT PARKWAY, JACKSONVILLE, FLORIDA 32256. Borrower owes Lender the principal sum of SEVENTY-FIVE THOUSAND AND NO/100

Dollars (U.S.\$ 75,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 01, 2008. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

County, Illinois:

93585878

UNIT 2-N TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GLENWOOD HOMES CONDOMINIUM AS DESCRIBED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25192955, IN THE EAST HALF OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

W-80-318-015-1004

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which has the address of 6571 NORTH GLENWOOD, CHICAGO,  
(Street) (City)

Illinois 60626 ("Property Address");  
(Zip Code)

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.

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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3014A (07/92)

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**3. Hazard or Liability Insurants** shall keep the Impairment from Extraordinary Events as a Reserve Fund.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (c) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (d) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (e) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (f) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (g) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (h) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (i) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (j) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (k) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (l) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (m) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (n) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (o) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (p) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (q) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (r) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (s) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (t) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (u) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (v) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (w) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (x) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (y) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion; (z) settles with the Lender by, or demands against enforcement of the lien in, legal proceedings which is the Lender's opinion.

4. (Chargés) Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach prior to this Security instrument, and leasedhold payments in lieu of ground rents, if any.

**3. Application of Fees:** Unless applicable law provides otherwise, all fees received by [Under] under paragraph 2, third, to interest due fourth, to participate debt and last, to any late charges due under Note.

( upon payment in full of all sums secured by this security instrument, Lender shall promptly return to Borrower

If the Lands held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to each of the parties for such amounts.

2. Funds for Taxes and Liabilities. 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) fees, taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) fees, taxes and assessments which may attain priority over the Note; (c) fees, taxes and insurance premiums; (d) fees, taxes and 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. If any of these items are called "Interest items", Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federal mortgage loan may require for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seq. ("RESPA"). Unless another law that applies to the funds sets a lesser amount, it 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 debt and reasonable estimates of future factors or otherwise in accordance with applicable law.

**1. Payment of Principal and Interest Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees 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 judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), 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 terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Lender of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve 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.

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16. Borrower's copy: Borrower shall be given one copy of the Note and of this Security Instrument.  
 17. Transfer of 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 accrued by this Security Instrument. However, this option shall not be exercised by Lender if exercise is

provided in this paragraph. 15. Governing Law: This Security Instrument shall be governed by federal law and the law of the state 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 and the Note will be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note shall not affect other provisions of this Security Instrument or the Note.

particular designation without any pre-existing intent can be inferred from the words.

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 the Security Instrument but does not execute the Note (a) is to signg 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 obliganted to pay the sums secured by this Security Instrument and (c) 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 to the sum of money due hereunder.

(unless) Lender and Borrower agree to otherwise settle all disputes, any application of proceeds to principal shall not extend or postpone the due date of the timely payment of such payments, postponing the due date of the timely payment of such payments referred to in paragraphs 1 and 2 of clause the amount of such payments.

If the damage is abandoned by Borrower, or if, after notice to Lender to Borrower fails to respond to Lender within 30 days after the date the notice make an award of a claim for damages, Lender is authorized to collect and apply the proceeds, as in its option, either to restoration or repair of the property, or to satisfy the costs of this Survey, or to pay the amount of the deficiency.

If in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security.

In the event of a partial taking of the Property, the proceeds shall be applied to the sums secured by the Property which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the 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 less than the amount of the instrument, whether or not then due, unless Borrower and Lender otherwise agree in writing.

If the sums secured by this Security instrument immediately before the taking is equal to or greater than the amount of the instrument, whether or not then due, unless Borrower and Lender otherwise agree in writing, the proceeds shall be applied to the sums secured by this Security instrument shall be reduced by the amount of the proceeds multipled by the ratio of the total amount of the sums secured immediately before the taking to the total amount of the sums secured by this Security instrument shall be applied to the sums secured by this Security instrument shall be reduced by the amount of the proceeds multipled by the ratio of the total amount of the sums secured immediately before the taking to the total amount of the sums secured by this Security instrument.

If the sum secured by this Security instrument immediately before the taking is less than the amount of the instrument, whether or not then due, unless Borrower and Lender otherwise agree in writing, the proceeds shall be applied to the sums secured by this Security instrument shall be reduced by the amount of the proceeds multipled by the ratio of the total amount of the sums secured immediately before the taking to the total amount of the sums secured by this Security instrument.

**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 conversion in lieu of condemnation, are hereby

9. Inspection of the office or its premises may make reasonable inquiries upon and inspect portions of the properties under sale.

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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 judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective *as if no acceleration had occurred*. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

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

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

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

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The following instrument has been selected because the

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IN SIGNING THIS MOU, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any addendum(s) executed by Borrower and recorded with it.

- Adjusts the Karte Rider
  - Grandarium Rider
  - Family Rider
  - Standard Rider
  - Premium Rider
  - Extended Premium Rider
  - Weekend Layover Rider
  - Rate Improvement Rider
  - Planned Out Development Rider
  - Faultline Rider
  - Other(s) [Specify]

`securing instance`

24. Rides in this section is subject to one of more rules as indicated by the rider(s) who are a part of this instrument and supplement the coverages and agreements of this Section if the rider(s) were a part of this

23 Wives of homeowners who receive a gift of homes instead of cash from their parents

22. NECESSARY EXPENSES FOR THE PRACTICE OF MEDICINE, DENTISTRY, NURSING, AND OTHER PROFESSIONS.

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 22ND day of JULY , 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 MERRILL LYNCH CREDIT CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 6571 NORTH GLENWOOD CHICAGO, ILLINOIS 60626  
(Property Address)

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

**93585878**

(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 the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 3 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners' Association policy.

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

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

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

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

**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.

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Borrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)

BY SIGNING THIS DOCUMENT, Borrower accepts and agrees to the terms and provisions contained in this Conditional Note.

F. Remedies. If Borrower does not pay conditional dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph I shall become additional debt of Borrower secured by the Security Instrument, unless Borrower and Lender agree to other terms of payment, with interest, upon notice from Lender to Borrower requesting payment.