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WHEN RECORDED MAIL TO

Household Bank, f.s.b.

100 Mittel Drive

Wood Dale, IL 60191

LOAN NUMBER: 6741813

COOK COUNTY, ILLINOIS
FILED FOR RECORD

11/2007-7 PM 2:15

93806870

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
The mortgagor is JACK L. GROSS AND MARJORIE H. GOLDMAN

OCTOBER 1ST , 1993

Household Bank, f.s.b.,
which is organized and existing under the laws of UNITED STATES
100 Mittel Drive, Wood Dale, IL 60191

("Borrower"). This Security Instrument is given to

, and whose address is

("Lender"). Borrower owes Lender the principal sum of
EIGHTY SEVEN THOUSAND SEVEN HUNDRED AND NO/100
Dollars (U.S. \$ 87,700.00). 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
NOVEMBER 1ST, 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:

SEE ATTACHED

02090800

which has the address of 1500 OAK UNIT# 1-A
(Street)

, EVANSTON
(City)

Illinois 60201 ("Property Address");
(Zip Code)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
(ITEM 19701-19202)

MFIL3112 - (4/92)

Form 3014 4/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■

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■ ת-111-18/918-X3 - ס-008 009 1 175-1740-9

Page 2 of 6 pages (Page 3 of 6 pages) **Fontana**

ITEM 1A7012 192021

sums satisfy the needs of those of the size of the hazards set out above within 10 days of the giving of notice.

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; or (b) consents in good faith to the creation of a debtors' security interest in all of the assets of the obligee which are or may be held by the obligee under this Security Instrument.

Property which may ultimately fall under this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay timely over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender these payments.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall remaind entitled to payment of any sums held by Lender at the time of acquisition of, as well as a credit against the sums secured by this Security Instrument.

11. The Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess in accordance with the terms of application to make up the deficiency in the amount necessary to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, as Lender's sole discretion.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may accrue prior to the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly insurance of unpaid rents on the Property, if any; (b) yearly liability insurance as a loan on the Property; (c) yearly hazard insurance premiums; (d) yearly liability insurance premiums; (e) yearly monastic insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph A, in lieu of the payment of monastic insurance premiums. These items are called "Taxes and Insurance". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth in the Note.

3. Funds for Expenses of Maintenance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay expenses of maintenance of future Earnings or otherwise in accordance with applicable law.

1. Payment of Principal and Interest; Prepayment 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.

LINIFORM COVENANTS. Bonwonder and Leindeer covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform coverage for national use and non-uniform coverage units with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

monographie, results and convey the Property and that the Property is unencumbered, except for encumbrances of record, bottomwater warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH the improvements now under consideration effected on the property, and all its fixtures now or hereafter a part of the property. All replacement costs and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property."

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2(i) 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 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 fee simple, 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 Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payment 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

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18 Borrower's Right to Remand. If Borrower makes certain written representations, Borrower shall have the right to have a hearing before the court in which the case is pending.

It is understood that, during this period, the parties shall give Borrower notice of acceleration. The notice shall provide a period of

17. **Liability of the Proprietor or Director of a Partnership or Corporation in Borrower's Name**. If all or any part of the Property of any partnership or corporation in which the Borrower is a partner or director is taken by a court of law as a result of the acts of the Borrower, the Borrower shall remain liable to the creditor for payment of the amount so taken.

Information shall be given to the Security Board of the State and of the Security Institute.

1.5. *Competing Law: Securities*. This Section instrument shall be governed by federal law and the law of the state in which the instrument was created.

14. **Sources.** Any notice to Bontorin or provided by it in this Schedule shall be delivered in writing by Bontorin to any person or persons named in this Schedule and shall be deemed to have been given to Bontorin at the date when it is provided for in the Schedule.

17. **Liaison paragraph:** If the loan is secured by the loan documents, it may be useful to include a liaison section in the agreement to facilitate communication between the parties.

12. **Successors and Assignees Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and hold over to the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph 12. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall and agrees to be liable to Lender and Borrower, subject to the terms of this Security Instrument, for all amounts due under this Security Instrument and any other instrument or agreement between Lender and Borrower, notwithstanding any provision to the contrary contained in such other instrument or agreement.

11. **Repayment by Lender:** Borrower shall pay to this Security Instrument \$1,000.00 per month for the time of the payment or until paid in full, whichever comes first. The amount shall be paid in monthly installments of \$100.00.

Unless otherwise specified 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.

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, as its option, either to restoration or repair of the Property or to the sum assessed by the Security Instrument whether or not the due.

In the event of a total loss of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not such sum is sufficient to pay the amount of the Property in full. In the event of a partial loss of the Property in instruments, whether or not such sum is sufficient to pay the amount of the Property in full, the proceeds shall be applied to the sums secured by this Security instrument until such time as the balance due on the Property has been paid in full. In the event of a partial loss of the Property in instruments, whether or not such sum is sufficient to pay the amount of the Property in full, the proceeds shall be applied to the sums secured by this Security instrument until such time as the balance due on the Property has been paid in full.

any conveyance or other taking of any part of the Property, or for conveyance in lieu of condemnation, we hereby assign and shall be paid to Lender.

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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 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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Telephone: (708) 480-5494 FAX: 630-548-1111
 Form 301A 9/90 (Page 6 of 6 Pages)

ITEM 1B2616 (9202)

(Address)

100 Mitterl Drive, Wood Dale, IL 60191

(Name)

Houseshold Bank, F.S.B.

This instrument was prepared by

[Signature]
 Name & Title

My Commission expires

Given under my hand and official seal, this 24th day of October, 1993

for the

free and voluntary act, for his uses and purposes herein set

and delivered the said instrument as *[Signature]* signed

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *[Signature]* signed

[Signature], personally known to me to be the same person(s) whose name(s)

a Notary Public in and for said county and state,

County seal

STATE OF ILLINOIS.

[Signature]

Borrower
 (Seal)

Borrower
 (Seal)

MARJORIE H. GOLDMAN
 (Seal)

MARJORIE H. GOLDMAN
 (Seal)

JACK L. GROSS

Witness:

[Signature]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this
 Security instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) (specify)

- | | | | | |
|---|---|---|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Cordomium Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Race Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Instrument. (Check applicable box(es))

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. 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 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.

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STREET ADDRESS: 1500 OAK

UNIT 1-C

CITY: EVANSTON

COUNTY: COOK

TAX NUMBER: 11-18-314-019-1003

LEGAL DESCRIPTION:

UNIT 1D AS DELINERATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

LOT 1 IN THE PLAT OF CONSOLIDATION OF THE NORTH 36 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4 IN BLOCK 55 IN EVANSTON IN THE SOUTHWEST QUARTER OF SECTION 18 TOWNSHIP 41 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1969 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 20989692

WHICH SURVEY IS ATTACHED AS EXHIBIT A TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 25, 1969 KNOWN AS TRUST NUMBER 27931 AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 21376247 TOGETHER WITH AN UNDIVIDED 2.10 PER CENT INTEREST IN SAID PARCEL (EXCPTING FROM SAID PARCEL ALL PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREON AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY)

Property of Cook County Clerk's Office

02663920

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 1ST day of OCTOBER, 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
Household Bank, f.s.b.,

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
1500 OAK, UNIT # 1-A, EVANSTON, IL 60201

D [Signature]

[Property Address]

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

[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 Obligation. 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 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 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.


JACK L. GROSS

(Seal)
Borrower


MARJORIE H. GOLDMAN

(Seal)
Borrower

MULTISTATE CONDOMINIUM RIDER -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1623LO (9112)

Form 3140 9/90
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