

PREPARED BY:  
LAURA BRENNER  
CHICAGO, IL 60623

# UNOFFICIAL COPY

RECEIVED  
FEB 1 1993

RECORD AND RETURN TO:

LASALLE TALMAN BANK FSB  
5501 SOUTH KELLOGG AVENUE  
CHICAGO, ILLINOIS 60637



93025733

93025733

RECORDED

ATTENTION: LAURA BRENNER. (Space Above This Line For Recording Note)

## MORTGAGE

3294366

DEPT-01 RECORDING

104444 TRAN 215601/12/93 M140100  
19148 C 4--93-025733  
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 28, 1992  
GLORIA J. DABROWSKI, WIDOW

The Mortgagor is

93265634

("Borrower"). This Security Instrument is given to  
LASALLE TALMAN BANK FSB

DEPT-01 RECORDING

140000 TRAN 1478 04/12/93 14140100  
12704 4--93-265634  
COOK COUNTY RECORDER

which is organized and existing under the laws of UNITED STATES OF AMERICA  
address is 4242 NORTH HARLEM  
NORRIDGE, ILLINOIS 60634  
FIFTY FIVE THOUSAND  
AND 00/100

(Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 55,000.00 ).

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 JANUARY 1, 2023. 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:

PARCEL 1: UNIT 9196-D TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE  
COMMON ELEMENTS IN WOODS EDGE CONDOMINIUM AS DELINEATED AND DEFINED IN THE  
DECLARATION RECORDED AS DOCUMENT NO. 23667055, IN THE NORTHEAST 1/4 OF SECTION  
22, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTAINANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET  
FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO.  
23667054, AS AMENDED FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

23-22-200-034-1004

which has the address of 9196 SOUTH ROAD D, PALOS HILLS  
Illinois 60465  
Zip Code

(\*Property Address\*)

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

001 (IL) 10101

VFM MORTGAGE FORM NO. 13101995-0100 - 10001621 / 301

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Original Note

more of the amount set forth above within 10 days of the filing of notice.

In Security Interest, Landor may give Borrower a copy of the lien. Borrower shall notify the lessor or lessee of this Security Interest, if Landor determines that any part of the Property is subject to a lien which may affect the lien. Borrower shall notify over affidavit of the lessor of (a) security interest the holder of the said instrument to Landor, unless stipulating the lien to be defeasible upon enforcement of the lien in, legal proceedings which if the Landor's opinion appears to prevent the writing to the payment of the obligation incurred by the lessor in a manner acceptable to Landor; (b) affidavit in good faith the lessor in favor of the payment of the amount due by the lessor to his security interest in accordance with the agreement.

If Borrower makes these payments directly, Borrower shall promptly furnish to Landor receipts verifying the payments to the person owed payment. Borrower shall promptly furnish to Landor all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in full within, Borrower shall pay from a time directly which may affect over the Security Interest, and leasehold payments in any, Borrower shall pay

4. Chattel Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions directly to the Property.

Third, to interest due; fourth, to principal due; and last, to any late charge due under the Note.

5. Application of Payments, unless applicable law provides otherwise, all payments made by Landor under paragraphs 2 and 2 shall be applied first, to any payment due under the Note; second, to amounts payable under paragraphs

Upon payment in full of all sums accrued by this Security Interest, Landor shall furnish to Borrower any this Security Interest.

If the Property, shall apply any funds held by Landor at the time of acquisition of one or a credit against or sale of the Property, if, under paragraph 2, Landor shall acquire or sell the Property; Landor, prior to the acquisition or sale of the Funds held by Landor, shall pay any funds held by Landor held by Landor to Borrower any

time is not sufficient to pay the Borrower less than due, Landor may be ready Borrower in writing, and, in such case, Borrower shall pay to Landor the amount of the Funds held by Landor to Borrower any

for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Landor to Borrower any

If the Funds held by Landor exceed the amount permitted to be held by applicable law, Landor shall account to Borrower any

debt to the Funds was made. The Funds are pledged as and for all sums accrued by this Security Interest.

Without charge, an annual accounting of the Funds, including rental and debt to the Funds and the purpose for which each Borrower and Landor may agree to be paid, Landor shall be paid on the Funds. Landor shall give to Borrower,

applicable law requires to be paid, Landor, unless applicable law permits otherwise, unless an amount on the Funds

used by Landor in connection with the loan, unless applicable law provides otherwise, Landor to make such a charge. However, Landor may require Borrower to pay a no-late charge for an overdraft real estate or a overdraft service

overdraft loan, Landor may sue Borrower for holding and applying the Funds, usually applying the same to pay the overdraft, or including Landor, if Landor may sue Borrower for holding and applying the Funds to pay the

(including Landor, if Landor is sued on a claim that the Funds were deposited by a federal agency, municipality, or entity.

The Funds shall be held in accordance with applicable law.

Landor may estimate the amount of Funds due on the basis of current and reasonable estimates of expenditure of future

and a lesser amount, if so Landor may, at any time, collect and hold Funds in an amount not to exceed the lesser amount 1974 as amended to date to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law shall apply to the Funds related to mortgage loans may require for Borrower's account under the Federal Residential Settlement Price Act of

Landor may, in any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

the provision of paragraph 8, in lieu of the payment of monthly loan interest, The lessor item area called "Borrower Item," if any; (a) yearly mortgage insurance premium, if any; (c) yearly hazard or property insurance premium; (d) yearly flood insurance premium, or flood funds on the Property, if any; (e) yearly hazard or property insurance premium; (f) yearly leasehold payments and accommodations which may affect over the Security Interest in full, a sum ("Funds"), for (a) yearly leasehold payments

Landor on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"), for (a) yearly leasehold payments

2. Funds for Taxes and Insurance, subject to application and late charge due under the Note.

Landor of and interest on the Note and any payment and late charge due under the Note.

1. Payment of Principal and Interest Payments and Late Charges, Borrower shall promptly pay when due the

UNIFORM COVENANTS, Borrower and Landor covenant and agree as follows:

Landor by joint election to estimate a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT contains covenants for mutual use and non-uniform covenants with limited

and will defend personally the title to the Property against all claims and demands, subject to any encumbrance of record.

JOINT AND SEVERAL PROPERTY is jointly liable for all damages and expenses of record. Borrower waives

any and every right to recover any and all damages and expenses of record.

Instrument, All of the foregoing is part of the property. All representations and additioins shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter made on the property, and all additions, appurteances, and



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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and 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 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 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  
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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

*Gloria J. Dabrowski* Borrower

Witness

GLORIA J. DABROWSKI

Witness

Borrower

Borrower

Borrower

STATE OF ILLINOIS, COOK

County of:

The undersigned  
county and state do hereby certify that  
GLORIA J. DABROWSKI, WIDOW

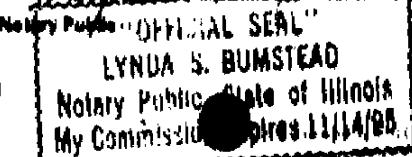
, a Notary Public in and for said

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 HE/SHE signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of November, 1992.

My Commission Expires:

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Form 3014-990  
09/01/09

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23. **Holder of Shares and Directors will have all right of nomination and appointment in the Property.**

22. Releasee, upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

31. Acceleration! Reminded, Lander shall file notice to Boardwater Peter to accelerate him (allowing Boardwater's branch of any claim or agreement in this Security instrument (but not prior to acceleration) if either nonperforming party fails to pay its obligations incurred in pursuing the remedies provided in this paragraph).

NON-UNIFORM COORDINATES FOR THE DYNAMIC ANALYSIS OF PLATES AND SHELLS

20. **Hazardous Substances**, Flammable solid, can cause or permit the presence, use, disposal, storage, or release of any

19. Sale of Note. Change of Lessor. Seller or a party in interest in the Note (logeholder with less security interest) may be held liable without prior notice to Borrower. A sale may result in a change in the entity (knowingly or unknowingly) that collects monthly payments due under the Note and the Security Instrument. There also may be one or more changes of the Lessor Service provider listed in a note of the Note. If there is a change of the Lessor Service, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will include the name and address of the new Lessor Service and the address to which payment should be made. The notice will also contain any other information required by applicable law.

11. Borrower's Right to Retention. If Borrower meets certain conditions, Borrower shall have the right to have automatic retention of the Security instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for retentions) before sale of the Property pursuant to any power of sale contained in the Security instrument; or (b) 5 days after selling the Security instrument. Those conditions are that Borrower: (a) pays all sums which were held under this Security instrument and the Note as if no acceleration had occurred; (b) pays all attorney's fees which were held under this Security instrument and the Note as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security instrument; (d) includes in the Security instrument a provision that Borrower is liable for all attorney's fees and costs of collection and defense in the event of a suit to collect on the Note or any other covariance or agreement; (e) pays all expenses incurred in terminating this Security instrument; and (f) complies with all applicable laws and regulations under paragraph 17.

11. Under paragraph 1(a) of section 101, if the holder of a power of attorney, or a person entitled to receive a power of attorney, gives a power of attorney to another person, the other person may exercise the power of attorney.

**Security Information** However, this option shall not be exercised by Lender if disclosure is prohibited by federal law as of the date

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 20TH day of DECEMBER 1992, 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 LASALLE TAIKAN BANK FSB (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
9196 SOUTH ROAD D, PATES HILLS, ILLINOIS 60465  
(Formerly Address)

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

### WOODS EDGE CONDOMINIUM

(Name of Condominium Project)**93025723**

(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 COVENANTS.** 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 sum 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.

(Read)  
Borrower

*Gloria J. Dabrowski*  
GLORIA J. DABROWSKI

(Read)  
Borrower

(Read)  
Borrower

(Read)  
Borrower

**93205634**