94417471

AFTER RECORDING RETURN TO:

MID-AMERICA MORTGAGE CORPORATION 361 FRONTAGE ROAD BURR RIDGE, ILLINOIS 60521

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OEFT-01 RECURDING #33.60 TAU900 TRAN 7579 05/10/94 09:32:00 11437 1 イール 米一タイー4 エアチフト 0868 COUNTY RECORDER

### **FHA MORTGAGE**

STATE OF ILLINOIS

FHA CASE NO.

131:7620529

This Mortgage ("Security Instrument") is given on

APRIL 29, 1994

The Mortgagor is 3 / MES A. KILLEN, MARRIED TO WENDY KILLEN

Whose address is 15639 ERIN LANE, UNIT 30A.ORLAND PARK, IL 60462

("Borrower"). This Security Instrument is given to MID-AMERICA MORTGAGE CORPORATION which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 361 FRONTAGE ROAD, BURR RIDGE, ILLINOIS 60521. ("Lander").

Borrower owes Lender the principal sum of ONE HUNDRED EIGHT THOUSAND SIX HUNDRED DOLLARS

Dollars (U.S.\$ 108,600.00

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 May 1, 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 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 0 0 0 K.

UNIT 30-A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTELEST IN THE COMMON ELEMENTS IN VILLAGE #DARE\* OF ORLAND CONDOMINIUM UNIT ... PHASE 2, AS \*SOUARE DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DECIMENT NUMBER 87655986. AS AMENDED FROM TIME TO TIME, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE CHIRD FRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



P.I.N.: 27-15-301-028-1017

which has the address of 15639 ERIN LAHE, UNIT 30A

(Street)

ORLAND PARK

(City)

Illinois

6 0 4 5 2 (Zip Code) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all states 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 selzed 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.

# 1. Payment of principal, interest and late Charge.

shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxos, Insurance and Other Charges.

Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property. (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.

If at any time the total of the payments held by Lender for Items (a), (b), and (c), together with the future monthly payments for such Items payable to Lender prior to the due dates of such Items, exceeds by more than one-sixth the estimated amount of payments required to pay such Items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lander any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her dealgree. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage Security instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. It this Security instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium if this Security instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary or if his Security instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tender; to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining of all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to ply to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Proping or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (a) and (c).

3. Application of Payments.

All Payments under paragraphs and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this Security instrument

SECOND, to any taxes, special assessme its, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note; FOURTH, to amortization of the principal of the Note;

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance.

Borrower shall insure all improvements on the Property another now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvement, on the Property, whether now in existence or subsequently erected, against that Lender requires. Borrower shall also insure all improvement, on the Property, whether now in existence or subsequently erected, against tost by floods to the extent required the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in layor of, and in a form acceptable to, Lender.

in the event of loss, Borrower shall give Lender immediate notice Lymail. Lender may make proof of loss if not made promptly by In the event of loss, Borrower shall give Lender immediate notice Diringli. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized at directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceed may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security instrument, first to any set guern amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damager property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are released to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstar and indebtedness under the Note and this Security instrument shall be paid to the active locally entitled the party. Instrument shall be paid to the entity legally entitled thereto

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchase

5. Preservation and Maintenance of the Property, Leaseholds.
Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned on the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. If this Security Instrum s, it is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold in I fee title shall not be merged unless Lender screes to the merger in writing.

8. Charges to Borrower and Protection of Lender's Rights in the Property.

Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragram 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect I under's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower falls to make these payments or the payments required by Paragraph 2, or falls to perform any other cov in a its 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall shall be paid to the entity legally entitled thereto.

Lender may collect fees and charges authorized by the Secretary.

# UNOFFICIAL COPY / :

#### 9. Grounds for Acceleration of Debt

#### (a) Default

Lander may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

#### (b) Sale Without Credit Approval.

Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

- (i) All or part of the Property is otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her primary residence, or the purchaser or grantee does so occupy the property but his or her credit has not been approved in accordance with the requirements of the Secretary.

#### (c) No Walver.

it circumstances occur that would permit Lander to require immediate payment in full, but Lander does not require such payments, Lander does not waive its rights with respect to subsequent events.

#### (d) Regulations of HUD Secretary.

in many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

#### 10. Reinstatement

Borrower has a right to be reint ate if Lender has required immediate payment in full because of Borrovers's failure to pay an amount due under the Note or this Security in arc ment. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a jump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security instrument and the obligations that it secures shall remain in effect as it Lender in a not required immediate payment in full. However, lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceeding the commencement of a current for sclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

#### 11. Borrower Not Released; Forbearance By Lender and a Waiver.

Extension of the time of payment or modification of amount when 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 successor 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 Lagrage to 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; Cc-S'griers.

The covenants and agreements of this Security instrument shall bind and bene it the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. 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 like different of this Security Instrument or the Note without that Borrower's lonser's longer longe

### 13. 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 liddress stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be dilemed to have been given to Borrower or Lender when given as provided in this paragraph.

#### 14. Governing Law; Severablity.

This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is 1. Ceied. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not rule; other provisions of this Security Instrument and the Note are declared to be severable.

### 15. Borrower's Copy.

Borrower shall be given one conformed copy of this Security Instrument.

#### 16, Assignment of Rents.

Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

if Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument: (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

### NON-UNIFORM COVENANTS FORWARD END FOUT THE CONTRACT AND ADDRESS OF THE PROPERTY OF THE PROPERT

- 17. Foreclosure Procedure. If Lender requies immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
  - 18. 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.
  - 19. Walver of Homestead. Bostower walves all right of homestead exemption in the Property.

Borrower agrees that should this Security instrument and the note secured thereby not be eligible for insurance under the National Housing Act within NiNETY DAYS from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to NINETY DAYS from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Nothwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lander's failure to remit a mortgage insurance premium to the Secretary.

Riders to this Security Instrument. If one of instrument, the ocvenants of each such rider shall be this Security in trument as if the rider(s) were in a pa	incorporated into and shall amend and a	supplement the covenants and agreements of
Condominium Rider	Adjustable Rate Rider	Growing Equity Rider
Planned Unit Dev 3/00ment Rider	Graduated Psyment Rider	Other FHA Due-On-Sale Alder
BY SIGNING BELOW, Borrowe accepts and agree Borrower and recorded with it.	s to the terms contained in this Security	instrument and in any rider(a) executed by
Witness:		
Vickie McCalle	0/5025	(Seal)
	JAHES A. K	ILLEN Barrower
**************************************	<u> </u>	(Seal) Borrower
	4/2	(Seal)
	9	(Seal)
	C	Воппизі
STATE OF ILLINOIS,	C 0 0 K County as:	7
I, THE UNDERSIGNED , a Notary Public in ar	nd for said county and state, do hereby o	artify that JAMES A. KILLEN, MARRIED
TO WERDY KILLEN AND WENDY KILLEN		Ox
	, personally known to me to be the ser	ne person(s) wisks name(s) I 5
subscribed to the foregoing instrument, appeared bef	ore me this day in person, and acknowle	dged that HE/SHF
signed and delivered the said instrument as H I	S / H E R free an voluntary act, for the	uses and purposes therein set forth.
Given under my hand and official seal, this 2 9 1	TH day of APRIL , 199	A
My Commission expires:		
	Victoria	me Cahe
This instrument was prepared by:	"OFFICIAL STAL"	Notary Public
Mary Yacko MID-AMERICA MORTGAGE CORPORATION 361 Frontage Road, Burr Pidop. IL 60521	Victoria 1000 be Notary Politic 1000 of Minol My Common 1000 1000 1000	3

131:7820529 FHA Case No.

### ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 29 t h day of April 1 9 9 4 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to MID-AMERICA MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

15639 Erin Lane, Unit 30A, Orland Park, IL 60462 [Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL O'ENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrowe and Lender further covenant and agree as follows:

### 5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Date

The interest rate may change on the first day of 0 c t n b e r 1995 and on that day of each succeeding year. Change Date" means each date on which the interest rate could change.

#### (B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treatury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent index figure available 30 days before the Change Pare. If the index (as defined above) is no longer index figure available 30 days provided by the Secretary (as defined in available, Lender will use as a new Index any Index prescribed by the Secretary (as defined in paragraph 7(B)). Lender will give Borrower notice of the new Index.

### (C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of Two percentage point(s) ( 2 . 0 0 0 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0. 25%). Subject to the limits stated in paragraph 5(D) of this Note, this rounded amount will be the next interest rate until the next Change Date.

#### (D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one pe contage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) SOFFICE higher or lower than the initial interest rate stated in paragraph 2 or this Note.



(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpeld principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective 2ate of Changes

A new interus, rate calculated in accordance with paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changral equired by paragraph 5(F) of this Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph 5(E) of this Note for any payment rate occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph 5(E) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (i) request that any excess payment, with interest thereon at the Note rate, be applied as payment of publicibal. Lender's obligation to return any excess payment with interest on demand is not assignable even if this Note is otherwise assigned before the demand for return is made.

James A. Killen	(Seal). Borrower	(;
	(Seal)Borrower	(S
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	7	<u></u>
		2,0

### FHA CONDOMINIUM RIDER

This CONDOMINIUM RIDER is made this 29 T II day of APRIL 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein the "mortgage" of "Security Instrument") given by the undersigned (the "mortgagor" or "Borrower") to secure Borrower's Note to MID-AMERICA MORTGAGE CORPORATION (the "mortgagee" or "Lender") and covering the Property described in the Security Instrument and located at:

15639 FRIN LANE, UNIT 30A, ORLAND PARK, IL 60462

(Property Address)

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

The mortgago: further covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments establishing the condominium.

As used herein, the term "accessments", except where it refers to assessments and charges by the Association of Owners, shall mean "special assessments" by state or local governmental agencies, districts or other public taxing or assessing bodies.

If this mortgage and note be insured under Section 234(c) of the National Housing Act, such Section and Regulations issued thereunder and in effect on the date hereof shall govern the rights divites and liabilities of the parties hereto, and any provision of this or other instruments executed in connection with this mortgage and note which are inconsistent with said Section of the National Housing Act or Regulations are hereby amended to conform thereto.

IN WITNESS WHEREOF, Borrower has executed this Condo all lum Rider.

Borrower	///
Borrower	

FUMC 2168 (9/87)

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