

# UNOFFICIAL COPY

94707106

(207  
8/91)

94 AUG - 4 AM 9:54

{Space Above This Line For Recording Data}

## MORTGAGE

Loan No. 94-005573B

THIS MORTGAGE ("Security Instrument") is given on July 22, 1994 The mortgagor is  
JAMES K. WEISS, UNMARRIED  
KEITH *Sig*

RECORDING 37.00  
N 94707106

("Borrower"). This Security Instrument is given to  
RAVENSWOOD MORTGAGE CORP.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose  
address is 3139 N. LINCOLN AVENUE, #210, CHICAGO, ILLINOIS 60657  
(Lender). Borrower owes Lender the principal sum of

Thirty Seven Thousand Five Hundred and

no/100----- Dollars (U.S. \$ 37,500.00 ).

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 1, 2004

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:

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

PIN: 14-21-112-012-1073

DOUG FORD  
AN HENDERSON  
JESSE WALTER  
ROLLING MEADOWS

which has the address of 3520 N. LAKE SHORE DRIVE, UNIT 6-J (Street, City).  
Illinois ("Property Address");  
60657

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 9/90  
Amended 5/91  
VMP (IL) (9212)02

VMP MORTGAGE FORMS (800)521-7227

94707106



37.00

# UNOFFICIAL COPY

Form 304-190

Page 2 of 8

Form 304-190

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 to the holder of this Security instrument as title "Property".  
THIS SECURITY INSTRUMENT complies uniformly covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage premiums. These items are called "Fees".

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless otherwise lawfully applies to the Funds less than the amount necessary to make up the deficiency in the escrow account due to the deficiency in the escrow item held by Lender in connection with this loan, unless, however, the borrower shall be paid on the Funds, unless an application for escrow service is made or used by Lender in writing, unless Lender shall agree to pay Borrower any interest or earnings on the Funds, unless Lender may agree to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds without charge, an annual accounting of the Funds, showing credits to the Funds and debits to the purpose for which each shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than three months held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security instrument. If the Funds held by Lender exceed the amounts permitted to be held by application of paragraph 2, Lender shall be liable to pay all taxes, assessments, charges, fines and impositions attributable to the Property held by Lender, to interest due; fourth, to any late charges due under the Note.

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 any late charges due under the Note.

4. Charges. Lender shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may accrue prior to the maturity instrument, and least cost pay by round rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay the amount on time directly to the person owed payment. Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph to the Security instrument. If Lender makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipt of notice to the Security instrument. If Lender gives notice identifying the lien, Borrower shall satisfy the lien or take one or both of the actions set forth above within 10 days of the giving of notice. This Secuity instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or both of the actions set forth above within 10 days of the giving of notice.

# UNOFFICIAL COPY

**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

# UNOFFICIAL COPY

$$g_{ij} \rightarrow u^k \varphi_i$$

卷之三

<sup>16</sup> Mortowers's copy, Mortowers shall be given one countermanded copy of the Note and of this Settlement instrument.

卷之三

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note be held ineffective without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared

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 address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower if Lender when given as provided in this paragraph.

Prepared under the Note

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then, (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; (b) any such loan charge shall be reduced by the amount necessary to reduce the charge below the permitted limits; (c) if a refund is made under this paragraph, the refund will be treated as a partial payment to Borrower.

17. Successors and assigns (Joint and severable liability). Co-signers, The co-signants and agreeements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note; (a) is co-signing this Security instrument only to mortgage, grant and convey this instrument to Lender and Assessor and any other party under the terms of this Note; (b) is not personally obligated by this Security instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or renew by this Security instrument and (d) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security instrument under the terms of this Note.

11. Borrower Not Responsible; Lender Not a Waiver; Extension of the time for payment of nondifferentiation of amounts secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be a waiver of or preclude the exercise of any right or remedy.

unless I can get some other arrangement made, and I am sure you will do all you can to help me.

If the Property is so damaged by Borrower, or if, after notice to 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, at his option, either to restoration or repair of the Property or to the sum secured by this Security Instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Landlord.

19. Inspection results in the time of or upon such reasonable cause for the inspection; Inspectors shall give

Payments may be longer than the period of coverage if mortgage insurance exceeds the amount paid for the period of coverage.

# UNOFFICIAL COPY

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by 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 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.

The seal is rectangular with a decorative border. The word "OFFICIAL" is at the top, "SEAL" is in the center, and "STATE OF MISSOURI" is at the bottom.

Form 3014 9/90

9-10-09

**NOON VIATTO** Aq paardad new māmūnūp sūg.

86/5/9 My Commission expands

, 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 has signed and delivered the said instrument as H. B. H. G. free and voluntarily act, for the uses and purposes herein set forth.

STATE OF ILLINOIS,  
A DIVISION IN SCHILLER  
LAKE ELLIOTT WESS  
M. MARRIED

94707106

• ፭፻፲፭

LITERATURE

Bartow  
(Seal)

1

• (Seal)

Digitized by srujanika@gmail.com

१०८

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input checked="" type="checkbox"/> condominium Rider	<input checked="" type="checkbox"/> Family Rider	<input checked="" type="checkbox"/> Grandparent Rider	<input checked="" type="checkbox"/> Balloon Rider	<input checked="" type="checkbox"/> V.A. Rider
<input checked="" type="checkbox"/> Biweekly Payment Rider		<input checked="" type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> Rate Improvemnt Rider	<input checked="" type="checkbox"/> Second Home Rider	<input checked="" type="checkbox"/> Other(s) [Specify] <u>Health</u>

23. **Riders 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 the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

RAVENSWOOD MORTGAGE CORP.  
3139 N. LINCOLN AVENUE, #210  
CHICAGO, ILLINOIS 60657

RECORD AND REPORTS 101

# UNOFFICIAL COPY

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

LOAN NO. 94-0055738

UNIT NUMBER 6 - "J" IN THE 1520 LAKE SHORE CONDOMINIUM, AS  
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL  
ESTATE:

PARTS OF BLOCK 2 IN MAIRD AND WARNER'S SUBDIVISION OF BLOCK  
12 OF RUMBLEY'S SUBDIVISION OF LOTS 3 TO 21, INCLUSIVE, AND  
33 TO 37 INCLUSIVE, IN PINE GROVE, A SUBDIVISION OF  
FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,  
TOGETHER WITH A VACATED ALLEY IN SAID BLOCK AND A TRACT OF  
LAND LYING EASTERLY OF AND ADJOINING SAID BLOCK 12 AND  
WESTERLY OF AND ADJOINING THE WESTERLY LINE OF NORTH SHORE  
DRIVE, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE  
DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER  
25200625 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN  
THE COMMON ELEMENTS.

94707106

# UNOFFICIAL COPY

Loan No. 9400659738

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 22nd day of July 1994, 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

RAVENSWOOD MORTGAGE CORP.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

3520 N. LAKE SHORE DRIVE, UNIT 6-J, CHICAGO, ILLINOIS 60657  
[Property Address]

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

3520 LAKE SHORE CONDOMINIUM  
[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 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.

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

Form 3140 8/90

CDW - B (9100)

Page 1 of 2

VMP MORTGAGE FORMS (313)283-8100 18001821-7201

94707106

# UNOFFICIAL COPY

LENDERS TILE GOURMET  
2800 N. Birmingham Rd., Suite 828  
HOTELMAN BUILDING, MILWAUKEE 53118  
(414) 221-4240, Fax 708-303-8449

Form 3140 8/80

102 of 100

100(b) 8- 114

94707106

1880

1380103  
(1038)

138

100  
[REDACTED]

ANSWER

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

**F.** *Revolving.* If Borrower does not pay nondomesticum 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 requiring payment.

(c) any action which would have the effect of rendering the public liability insurance coverage mandatory as the Owners Association unacceptable to Lender.

(iii) formulation of professional management and assumption of self-management of the Churches

(ii) any amendment to any provision of the Constitution Document in the provision is for the express benefit of Leander.

termination required by law in the case of substandard destruction by fire or other causality or in the case of a taking by condemnation or eminent domain.

(1) the abandonment or termination of the Cordominium Project, except for abandonment or  
written consent, either part or substantially the property of consensu.

**E.** Lennder's Prior Consistency. Borrower shall not, except after notice to Lennder and with Lennder's prior

paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in the Lender's form.

D. **Contingent upon:** The proceeds of any award or claim for damages, direct or consequential, payable to