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Phone Helico Hecorded Document To:
THE PHUDENTIAL HOME MORTGAGE COMPANY, INC.
DOCUMENT MANAGEMENT
P.O. NOX 600
FREDERICK, MD. 21708-0000

Instrument Prepared Hy: TONYA A. ZILEH
THE PRODUNTIAL HOME MONTGAGE COMPANY, INC.
7466 NEW HORIZON WAY
FREDERICK, MD. 21701-2831

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	MORTGAGE	
The mortgagor is FRANCHALR	y Instrument') is given on	,,,,,,,
('Horrower'). This Security Fig. 1994 PRUDANTIAL HOME MOV. existing under the laws of	Printent is given to	11111111111111111111111111111111111111
("Lendor"). Borrower ower Len	nder the Pane pai sum ofONX.XINDAKO.KLKYKN.XUQUBAKO.ONQ.NDAIOO	
Instrument ("Note"), which pro- ARML 1, 2024. Note, with interest, and all renew advanced under paragraph 7 to covenants and agreements under		ola of by the tercal ower's

LEGAL DESCRIPTION IS ATTACHED HERETO AS SCHEDUCE 'A' MADE A PART HEREOF.

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	COOK	COUNTY REA	CORDER	•

THIS IS A PURCHASE MONEY MORTGAGE.

which has the address of 1280 NORTH DEARBORN STREET, UNIT 11D (Sireet)

CHICAGO ("Property Address"); [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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.

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::FORM:3014: 00/00 (Page 4-ef @ PAGE)

Single Family — FNMA/FHLMC UNIFORM INSTRUMENT TLLINOIS 3425106

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering test property

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower chall 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.
- 2. Funds for Taxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower thall pay to Lender on the day monthly payments are distributed the Sole until the Sole is paid in full, a rum ('Lunde') for (a) yearly taxes and assessments which may attaln priority over this Security Instrument as a lien on the Property, (b) yearly leavehold payments or ground rents on the Property, if any; (c) yearly hazard or property incurance 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 insurance premium. These items are called Escrow Items.' Lender may, at any time, collect and hold Lunds in an amount not to exceed the maximum amount a lender, for a federally related mortgage form may require for Borrower's escrow account under the tederal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et req. ('RESPA'), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds and reasonable estimates of expenditures of future liserow Items or otherwise in accordance with applicable law.

The Funds shall be held in an invitation whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an instrument) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Frezow Items. Lender may not charge Borzover for holding and applying the Funds, acqually analyzing the excrow account, or verifying the Escrow Items, unless Leader pays Borzower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require vortower to pay a one-time charge for an independent real crinic tax reporting service used by I ender in connection with ids loan, unless applicable law provides otherwise. Unless an agreement is made of applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carning; on the Funds. Borrower, without charge, an annual accounting of the Funds, showing credits and debit to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as a additional security for all rums recurred by the Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess. Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the liserow 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. For ower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lend a shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, 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 recured by this Security Instrument.

- 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 also unto payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, astersments, charges, fines and impositions attractable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground tents, if one Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to 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 receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 Horrower 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, florrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by florrower.

Unless Londer 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 Londer's security is not lessened. If the restoration or repair is not economically feasible or Londer'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 Londer that the insurance entrier has offered to settle a claim, then Londer may collect the insurance proceeds. Londer 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 new Horrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the condity 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 pilor 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, Rorrower shall occupy, establish, and use the Property as Horrower's principal residence within sixty days after the execution of this Security Instrumer, and shall continue to occupy the Property as Borrower's principal residence for at tenst one year after the date of occupancy, others Lender otherwise agrees in writing, which consent shall not be unransonably withheld, or unless extonually circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to Initiatate, or commit waste on the Property. Horrower shall be in default if any forfeiture action or proceeding, whether civil or orbainal, is begun that in Lender's good faith judgment could result in forfaiture of the Property or otherwise materially a mair the lieu created by this Security Instrument or Lender's security interest. Horrower may care such a default and relatition as provided in paragraph 18, by causing the action or proceeding to be dismissed with a rolling that, in Londor's good faith determination, procludes forfeiture of the Borrower's interest in the Property or other material impairment of the five created by the Security Instrument or Lender's security interest. Dorrower shall also be in default if Borrower; during the loan application process, gave materially faite or inaccurate information or statements to Lender for falled to provide Lender with any muterial beformation) in connection with the foun evidenced by the Slote, including, but not limited to, representations concerning horrower's necessarily of the Property as a principal residence. If this Security Instrument is on a tensehold, Borrower shall comply was all the provisions of the tease. If Borrower acquires fee titte to the Property, the leasehold and the fee title shall not merge unless forticer agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrows: fails to parlier the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect accorder'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 flow which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender way, take action under this paragraph 7. Lender does not have to do so.

Any amounts disbursed by Londor under this paragraph I shall become additional debt of Borrower ecured by this Security Instrument. Unless Borrower and Londor 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 Lember required mortgage insurance as a condition of making the loan secured by this Security Instrument, florrower 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, florrower shall pay the premiums required to obtain coverage substantially equivalent to 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 interance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss receive in ficu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the sequirement for mortgage insurance and Lender or applicable law.

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. I ender 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 any 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 Lender.

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 then due, with any excess pand to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument small be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sum-secured by this Security Instrument whether or not the sums are then dae.

If the Property is abound by Horrower, or if, after notice by Lender to Borrower that the condemnor 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 cover and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security for aument, whether or not then due.

Unless Lender and Borrower other are agree in writing, any application of proceeds to principal chall 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.

- 11. Borrower Not Released; Forbearm ee by Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums seemed by the Security Instrument granted by I ender to any successor in interest of Borrower shall not operate to release the liability of the summand florrower or Borrower's successors in interest. I ender shall not be required to commence proceedings against any successor in interest or reture to extend time for payment of otherwise modify amortization of the sums secured by this Security Latragaged by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Lability; Co-signers. The covenants and agreements of descentify instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provision of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co upin 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; object to extend, moutly, for hear or make any accommodations with regard to the terms of this Security Instrument or the Sofe without that Borrower's consent.
- 13. Lann Charges, if the loan secured by this Security Instrument is subject to a law which jets maximum loan charges, and that law is finally interpreted so that the interest or other hom charges collected or to be collected in connection with the tone exceed the permitted limits, them (a) any such loan charge shall be reduced by the amount n (cr) by to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permined found will be retunded to florrower. Lender may choose to make this refund by reducing the principal owed order the Note or by making a direct payment to florrower. If a refund reduces principal, the reduction will be treated as a partial p ephyment without any prepayment charge under the Note.
- 14. Notices. Any notice to Horrower 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 itself 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 of Lender when given as provided its an paragraph.
- 15. Giverning 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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 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

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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 noice 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. Horrower's Right to Heinstate. If Horrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument disconlinued 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 II no acceleration had occurred; (b) cures any cliffed to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the tien of tale occurrity 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 never whall 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 said 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 sources 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 a splice 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.

therrower 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 no illed by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affection the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law

As used in this paragraph 20, "Hazardons Substances" are those substances defined as toxic or inszardons substances by Environmental Law and the following substances: gasoline, kerosens, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing aspectos or formaldehyde, and racionetive 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 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 Horrower of the right to reinstate after acceleration and the right to essent 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 atternoys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

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24. Riders to this Security Instrument	Security Instrument, if t, the covenants and agree enants and agreements of	one ente	right of homestend exemption in the or more riders are executed by Bonts of each such rider shall be in security Instrument as if the rider(s)	rrowe corpo	r and recor	and shall ame:	ed and
X Adjusti	nble Rate Rider	[x]	Condominium Rider	{ }	14 Lamb	r Rider	
[]] Gradin	nted Payment Rider		Planned Unit Development Rider	{ }	Hiweckly I	ayment Rider	
Bellow	n Rider		Rate Improvement Rider		Second Ho	ome Rider	
Otherts) [specify]						
BY SIGNING BEI	(iW, Borrower accepts and by hadrower and records	od ngi od wi	rees to the terms and covenants cont th it.	ained	in this Secu	rity Instrument	and in
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STATE OF ILLI	NOIS, COOK COUNT	Υ:	C ₂				
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FOREGOING INS	TRUMENT, APPEARED	BEF	ORE ME THIS DAY IN PERSO	on, a	ASD JOKN	ONLEDGED T	HAT
VOLUNTARY ACT	GRED AND DELIVERED , FOR THE USES AND	D TH D PU	E SAID INSTRUMENT AS <u>k</u> RPOSES THEREIN SET FORTI	<u>૮૧૬</u> 1.	A Fa.F.	AND	
			EAL, THIS 17th DAY OF	1 .	rek,	Prij d	10 10.004
MY COMMISSION	EXPIRES: 6/10/9	2	Marigaria	Ü	Michigan		
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CONDOMINIUM RIDER

-THIS CONDOMINIUM RIDER is made thisZMb.489.9LMARGE 1886	into
and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Seconty Deed (the Sec	urity
instrument") of the same date given by the undersigned (the "Dorrower") to secure Borrower's Not THE PRUDENTIAL HOME MORTOAGE COMPANY. INC.	a to
THE PRUDENTIAL HOME MORTGAGE COMPANY, INC.	
(the "Lender") of the same date and govering the Property described in the Security Instrument and locate	d at:
12EU NORTH DEARBORN STREET, UNIT 11D	
- CHICAGO, IL 40410	
(Propuny Address)	********
The Property includes a unit in, together with an undivided interest in the common elements of, a condomic	nium

(the "Condomiraum 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 Horrower's interest in the Owners' Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENATIS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lende. Further covenant and agree as follows:

- A. Condominium Obligations. Borc wer shall perform all of Dorrower'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 applies the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
 - (i) Lender waives the provision in Uniform Covenant? 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 martin hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by Owners' Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurence 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 Bonewer 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 hability 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 I ender to Borrower requesting payment.

HELO GOOF COUNTY CLOTHES OFFICE BY SIGISTING HILLOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Pider.

Borrower

ADJUSTABLE RATE RIDER 1 YEAR ARM

(One Year Treasury Index - Hale Caps)

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may clange on the first day of .ARBIA.1898......, and on that day every 12th month thereafter. Each date on where my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder wid encose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

The Note Holder will then determine the amount of the monthly payment that yould be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the routurity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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 Horrower is sold or transferred and Horrower 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 thir Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transfered as if a new loan were being made to the transfered; and (b) Lender reasonably determines that Londer's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a tensonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferce to sign an assumption agreement that is acquotable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note wild in this Security Instrument. Horrower will continue to be obligated under the Note and this Security Ingloment unless Londer rolesses Horrower in writing.

If Londer exercises the option to require immediate payment in full, Londer shall give Borrower notice of acceleration. The outlee 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 Horrower fails to may these sums prior is the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument wallout further notice or demand on Horrower.

Acopta Colling BY SIGNING BELOW, Borrow's accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

(Seal)

(Beal)

·Borrower