RECORD AND RETURN TO: MIDWEST CAPITAL MORTGAGE CORP

953 B NORTH PLUM GROVE ROAD SCHAUMBURG, ILLINOIS 60173

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(Space Above This Line For Recording Data)

State of illinois

MORTGAGE

FHA Case No

131:7572452 731/251

675326

THIS MORTGAC! ('Necurity Instrument') is given on

MARCH 31

, 1994

AN UNMARRIED WOMAN AS JOHN T. GLEASON, A BACHELOR AND LAUREN A. DEVITTO, The Mortgagor is JOINT TENANTS

whose address is 661 HAPSKIELD, UNIT 104

BUFFALO GROVF, ILLINOIS 60089

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

MIDWEST CAPITAL MORTGAGE CORPORATION, AN ILLINOIS CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose

953 B NORTH PLUM GROVE ROAD address is

SCHAUMBURG, ILLINOIS 60173

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

NINETY THOUSAND SIX HUNDRED FIFTY AND 30/100-----

Lender, the following described property located in

90,650.00). This dobt is evidenced by Horrower's note disted 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

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by APRIL 01, 2024 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

COOK

20. C/C/T/S O///C/C/C SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART MUREOF

TAX NUMBER: 03-05-400-018

County, Mineis:

which has the address of 661 HAPSFIELD, UNIT 104

[Street]

BUFFALO GROVE

, Illinois

60089

("Property Address");

(Zip Code)

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 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 against all claims and demands, subject to any encumbrances of record.

BOX 333-CTI

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- 1. Payment of Principal, Interest and Late Charge. Borrower 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 Taxes, 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 payments held by Lender for items (a), (b), and (c) together with the future monthly payments for such items payable to Londer 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 estimater, 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 thell pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Sicretury" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual a ortgine insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if in 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 making insurance premium is due to the Secretary, or if this 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 tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lenter, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 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;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance miums, 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. premiums, as required;

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether 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 improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by 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 favor of, and in a form acceptable to, Lender.

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In the event of loss, Borrower shall give to Londer immediate notice by mail. Londer may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Londer, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds 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 delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. 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 insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security 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 purchaser.

- 5. 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. 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 mey inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 occupance of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 6. 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 Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce I was 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 the payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional deby it 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 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 be paid to the entity legally entitled thereto.
 - 8. Fees. Lender may collect fees and charges authorized by the Secretary.

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9. Grounds for Acceleration of Debt.

- (a) Default. Lender 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, or a beneficial interest in a trust owning all or part of the Property, is sold or 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 Walves, 1 circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of IUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of sayment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not au horize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Jorrower 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 no withstanding 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. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump 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 attorneys' 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 if Lender had 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 preceding the commencement of a current foreclosure 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 Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in that est 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 readily 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 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 Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit 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 the Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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- 18. 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 address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. 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 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.
 - 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 for der or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Distrument, 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 Corrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums securid 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 he rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 18.

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. Borrower and Lender further covenant and agree as follows:

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to coile and expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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18. Release. Upon payment of all sums secured by this Security Instrument, Londor shall release this Security Instrument without charge to Borrower shall pay any recordation costs.

19. Waiver of Homestead. Bo	errower waives all right of homestead ex	emption in the Proper	١v.
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Security the cover	iders to this Security Instrument. Instrument, the covenants and agree nants and agreements of this Secur o box(os);	mants a	f ouch mich ridor	shall be incorporat	ad into and shall ar	nend and supplemen
KX	Condominium Rider	[1]	Graduated Pays	nont Rider	[] Growin	g Equity Rider
	Planned Unit Development Rider	£X	Other(s) [specify	FHA ARM RIDE	ER	
	GNING BELOV', Borrower accepts an xecuted by Borrower and recorded with		s to the terms an	d covenants contain	ed in this Security I	nstrument and in any
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STATE C	F ILLINOIS ne undersigned	•	COOK		unty se: y Public in and for s	aid county and state
do hereby	certify that JOHN T. GLEASON	AND I	AUREN A. DE	VITTO C		
					T'	, personally known
person, ar	e the same person(s) whose name(s) nd acknowledged that THEY s uses and purposes therein set forth.	ARE signs		to the foregoing inst he said instrument :	rument, uppeared be un FHE IR	* *
-	under my hand and official seal, this	3	1ST day of	MARCH	1994	
My commi	ission expires:				-6	
			Notar	Public		
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This Instrument was prepared by:
MIDWEST CAPITAL MORTGAGE CORPORATION
953 B NORTH PLUM GROVE ROAD
SCHAUMBURG, ILLINOIS 60173

LEGAL DESCRIPTION

PARCEL 1: UNIT NO. 661-104 IN CHATHAM HAST CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 7 IN CHATHAM SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, BANCE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 91547050, AS AMENDED FROM TIME TO TIME. TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2. THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 661-9, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION SPORESAID RECORDED AS DOCUMENT NO. 91547050, AS AMENDED FROM TIME TO THE

PARCEL 3: EASEMENT, FOR THE BENEFIT OF PARCEL 1, OVER, UNDER AND UPON PART OF LOT 7 AS CREATED BY MASTER DECLARATION OF CHATHAM EAST CONDOMINIUM COMMON AREA ASSOCIATION RECORDED OCTOBER 18, 1991 AS DOCUMENT 91547049 AND BY DEED RECORDED 4/5/2/AS DOCUMENT NO.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESALD.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASE EDITS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAIT DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE LECITED AND STIPULATED AT 1/6/4'S OFFICE LENGTH HEREIN.

PROPERTY ADDRESS: 661 HAPSFIELD, UNIT 104

BUFFALO GROVE, ILLINOIS 60089

TAX NUMBER: 03-05-400-018

UNO FEBRUARIO PY

FHA Case No. 131:7572452 731/251

675326

THIS CONDOMINIUM RIDER is made this

MARCH

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, 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 MIDWEST CAPITAL MORTGAGE CORPORATION, AN ILLINOIS CORPORATION

("Lender") of the same date and covering the property described in the Security Instrument and located at: 661 HAPSFIELD, UNIT 104, BUFFALO GROVE, ILLINOIS 60089

(Property Address)

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

[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("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 cover ant and agree as follows:

- A. So long as the Owner is sociation maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property addiest to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Londer and provides insurance coverage in the amounts, for the periods, and against the hazards Londer required, by the Secretary, then: (i) Londer waives the prevision in Paragraph 2 of this Security Instrument for the monthly payment to Londer of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument 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 and of any loss occurring from a hazard. In the event of a distribution of angest insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to puy Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.
- C. If Borrower does not pay condominium dues and assessments where due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Porrower secured by the Security Instrument. Unless, Borrower and Lender agree to other terms of payment, these amount shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

1 AM I MEUM	(SEAL)
JOHN F. GLEASON XOLKLEY A OCCUPTO	Barrower
LAUREN A. DEVITTO	(SEAL)
LAUREN A. DEVITTO	Borrower
	(SEAL)
	Borrower
	(SEAL)
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