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95477230

95028649 / 75-62-353K
RECORD AND RETURN TO:

J.T. KISLAK
7900 MIAMI LAKES DRIVE WEST
MIAMI LAKES, FLORIDA 33016

DEPT-01 RECORDING \$31.00
T10012 TRAH 5377 07/21/95 10:18:00
\$0086 J JPY #--25-477230
COOK COUNTY RECORDER

Prepared by:
CINDY JUSKUS
SCHAUMBURG, IL 60173

[Space Above This Line For Recording Data]
0010233763 MORTGAGE

31.00

THIS MORTGAGE ("Security Instrument") is given on JULY 19, 1995
ROSALIND KLINE, UNMARRIED PERSON

The mortgagor is

("Borrower"). This Security Instrument is given to
AMERICAN FAMILY MORTGAGE CO., INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 12416 SOUTH HARLEM-SUITE 305
PALOS HEIGHTS, ILLINOIS 60463

(Lender"). Borrower owes Lender the principal sum of
EIGHTY FOUR THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 84,500.00).

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, 2025
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:
UNIT 3 SOUTH 'A' AND GARAGE UNIT 10 AS DELINEATED ON SURVEY OF THE
FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

16-06-307-034-1031
16-06-307-034-1003

RK

which has the address of 1037 NORTH HARLEM AVENUE-UNIT 3SA , OAK PARK
Illinois 60302 Street, City .

Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90

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VFM MORTGAGE FORMS - 1800/621-7201

Page 1 of 6

Amended 6/91
Initials: RK

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However, shall promptly disclaim any lien which has priority over this Security Instrument unless Recovery (a) agrees in writing to the payment of the obligation secured by the lien in a number acceptable to Lender (b) remits in good faith the lien amount to the payee of the obligation secured by the obligee to Lender (c) secures from the holder of the lien an agreement satisfactory to Lender (d) subordinating the lien to this Security instrument, it further determines that any part of the Property is subject to a lien which may affect over

d. (Underpaid) loans, borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may affect ownership over this Security instrument, and leasehold property to ground rents, if any; borrower shall pay all expenses directly, borrower shall promptly furnish to lender receipts evidencing the payments.

3. Application of regulations, unless otherwise provided elsewhere, to payments received by claimants due under paragraph 7 and 2, shall be upheld first, to any payment made under the Note second, to amounts payable under paragraph 7 and 3, third, to interest due, fourth, to principal due and last, to any late charges due under the Note.

Lessor payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender, if, under Paragraph 2, Lender shall agree to 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 of title as a credit toward the sums secured 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 in any time is not sufficient to pay the Escrow funds 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. Borrower shall make up the deficiency in no more than twelve months after notice, at Lender's sole discretion.

The Funds shall be held in an association whose depositors are insured by a federal agency, instrumentalities, or entities including Landers, Landers may not charge borrower for holding and applying the Funds, similarly multiplying the escrow account, or Escrow Items. Landers may not charge borrower for holding and applying the Funds, similarly multiplying the escrow account, or including Landers, Landers is such an institution) or in any Federal Home Loan Bank, Landers shall apply the Funds to pay the Escrow Items. Landers may not charge borrower for holding and applying the Funds, similarly multiplying the escrow account, or multiplying the escrow items, unless Landers pays Borrower interest on the Funds and applies the escrow items to make such a charge. However, Landers may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Landers in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made to stipulate how much interest is to be paid, Landers shall not be required to pay Borrower any interest or earnings on the escrow items unless Landers may agree in writing, however, that interest shall be paid on the Funds. Landers shall give to Borrower, without charge, an annual accounting of the Funds, showing details and debits to the Funds and the purpose for which each item is held. The Funds were pledged as additional security for all sums secured by the Security Instrument.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day immediately preceding payment of the Note, until the Note is paid in full, a sum ("Funds") for taxes and assessments which may accrue during the period over this Security Instrument as a lien on the Property; (b) yearly taxes and assessments which may accrue during the period over this Security Instrument as a lien on the Property; (c) yearly taxes on the Property, if any; (d) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) ground rents on the Property, if any; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future years to determine the amount of Funds to be held. Lender sets a lesser amount, if so, later may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, sets a lesser amount, unless otherwise law applies to the Funds 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("Regulation A"), unless otherwise law applies to the Funds related mortgagor loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1968, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgagor, at any time, collects and holds Funds in an amount not to exceed the maximum amount a lender for a federally related mortgagor, unless a lesser amount is established by Regulation A.

1. Payment of Prencipal and interest Prepayment and late charges; borrower shall 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.

UNIFORMLY (UENANNS), Borrower and Lender covenants and agree as follows:

This site contains information on various topics. Please note that some of the information contained herein may be confidential or privileged.

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.

laid down in the second part of the "Report".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteñances, and fixtures now or hereafter a part of the property. All replacements and additons shall also be covered by this Security.

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In 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 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

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11. Notices. Any notice to be given by the Company provided for in this Agreement shall be given in writing and to the last address notified to the Company by Notice of Change. Any notice of Change shall be given by first class mail to

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets forth minimum loan charges and debt law or trustee may provide to offset loan charges suffered or to be suffered 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 loan charged the permitted limits, where (b) any such loan charge shall be reduced by the Note or by the principal amount of the loan, whichever is greater, and (c) any such loan charge shall be reduced by the Note or by the principal amount of the loan, whichever is greater, if a demand is made under the Note.

11. Borrower Not Responsible for Payments by Lender Prior to Availability. Extension of the time for payment of monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments, postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments, or otherwise proceed to release the funds sought by this Security instrument for any reason of any kind or for any other reason, shall not be a waiver of or preclude the nonpossessory right of the Borrower to require the Lender to pay the principal balance of the Note and interest thereon in full at the time specified in the Note.

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 due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the last 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, the following procedure shall be followed to the extent necessary to pay off the sums due from the last taking:

10. (Confidentiality). The proceeds of any award to claim for damages, direct or consequential, in connection with any compensation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

9. **Inspection.** Landlord or his agent may written agreement between Borrower and Landlord or applicable law, inspect the lands in accordance with any written agreement between Borrower and Landlord or applicable law, whenever notice at the time of or prior to an inspection specifies reasonable cause for the inspection.

obtain a certain subsidence by subsidence insurance previously in effect, at a cost substantially equivalent to the premium required to the mortgagor insurancemortgage insurance previously in effect, to provide a loss reserve, until the requirement for mortgagelender approved by an insurer authorized by law becomes available and is obtained, Borrower shall pay that lender, unless provided by the option of Lender, if mortgagelender coverage (in the amount and for the period by months may no longer be required, or the period of coverage in lieu of mortgagelender insurance, less reserve be in effect, Lender will accept, use and retain those payments as a loss reserve in lieu of mortgagelender insurance premium being paid by Borrower when the insurance coverage based on the earliest of the earliest mortgagelender coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the earliest mortgagelender coverage in effect, from the ultimate mortgagelender approved by Lender, less cost to Borrower of the mortgagelender insurance previously in effect, from the ultimate mortgagelender approved by Lender, less subsidence equivalent to the mortgagelender coverage in effect, from the ultimate mortgagelender approved by Lender, less

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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 or Lender when given as provided in this paragraph.

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 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 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:

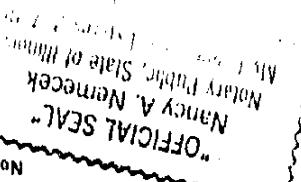
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless

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DPS 1094

Form 301A 9/90



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This instrument was delivered to the said instrument as H/S/ [initials] this day in person, and acknowledged that [initials], personally known to me to be the same persons (whomsoever(s))

N.B. (Optional) - If applicable

the BORROWER, K.L.I.N.G., DUNMARK LTD. LLC
a Notary Public in and for said county and I do hereby certify

that [initials] is
a Notary Public

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

- BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and to my (their) executed by Borrower and recorded with the [Redacted]
24. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument as it the rider(s) were a part of this Security Instrument.
- [Check applicable box(es)]
- | | | | | | | |
|---|---|--|---|---|--|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Gundamium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planned Full Development Rider | <input type="checkbox"/> Standard Term Rider | <input type="checkbox"/> Other(s) [Specify] |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Rate Index Rider | <input type="checkbox"/> Rate Index Rider | <input type="checkbox"/> Rate Index Rider | <input type="checkbox"/> V.A. Rider |

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.
27. Indemnity. Lender shall be entitled to collect all expenses incurred in preserving the records provided in this paragraph preceding. Lender shall be entitled to collect all expenses incurred in preserving the records provided by this Security Instrument without further demand and may foreclose this Security Instrument in full of all sums secured by this Security Instrument as its option, at its option, may require immediate payment in full of all sums before the date specified in the note. Lender, at its option, may require immediate payment in full of all sums non-existent or a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on information Borrower to exercise the right to reinstate after acceleration and sale of the Property. The holder shall further extend by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The holder may resell the sums received by this Security Instrument, by whomsoever they shall be sold before the date specified in the notice given to cure the default on or before the date specified in the default must be cured and (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured and applicable law provides otherwise). The notice shall specify: (a) the default required to cure the default;

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 19TH day of JULY 1995, 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
AMERICAN FAMILY MORTGAGE CO., INC.

(the "Lender")

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

1037 NORTHE HARLEM AVENUE - UNIT 3SA, OAK PARK, ILLINOIS 60302
Property Address

The Property includes, but is not limited to, together with an undivided interest in the common elements of, a condominium project known as:

THOMAS COURT

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.

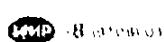
Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

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 9/90



Page 1 of 2
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Page 10 of 10

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ROSALIN LINE

THE SINKING OF THE LUSITANIA, following a day or two of the first and most serious fighting in this campaign.

E. Remedies. If Borrower does not pay condominium dues and assessments when due, Lender may bring suit in the County Court of the County where the Note is payable to recover the amount of the Note plus interest at the rate set forth above, plus attorney's fees and costs.

(a) any action which would have the effect of rendering the public liability insurance coverage insufficient to discharge the Association's liability to fund the

(iii) identification of professional management and assessment of self-management of the clients
(iv) benefit of leadership

determination 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.

whether a consent, either party or subsidiary the Property or consent to

D. **Contingentment.** The proceeds of any award or claim for damages, direct or consequential, payable to whomsoever in connection with any condemnation or other taking of all or any part of the Property, whether or of the common elements, or for any convenience in time of condemnation, are hereby assented and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Item 14.