

# UNOFFICIAL COPY

95640894

TICOR TITLE INSURANCE

Prepared by: LORI RITZ  
RECORD AND RETURN TO:  
GUARANTE MORTGAGE BANCORP SERVICES  
800 E. NORTHWEST HIGHWAY, #100  
PALATINE, ILLINOIS 60067

DEPT-01 RECORDING \$37.50  
T40011 TRAN 8222 09/22/95 12:16:00  
F1126 F RV #--95-640894  
COOK COUNTY RECORDER

SC 233846

## MORTGAGE

Loan No. 206456192

THIS MORTGAGE ("Security Instrument") is given on September 19, 1995  
SOPHIA B. McASKILL, UNMARRIED

The mortgagor is

("Borrower"). This Security Instrument is given to  
GUARANTE MORTGAGE BANCORP SERVICES

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is 800 E. NORTHWEST HIGHWAY, #100, PALATINE, ILLINOIS 60067

, and whose  
("Lender"). Borrower owes Lender the principal sum of  
One Hundred Two Thousand Nine Hundred and  
no/100----- Dollars (U.S. \$ 102,900.00).  
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 October 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:

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

PIN 02-24-202-003  
which has the address of

Illinois 60067

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

Instrument Form 3014 9/90  
Amended 5/91

1391 E. BARONET LANE

[Zip Code] ("Property Address");

PALATINE

[Street, City].



3750

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Borrower shall promptly discharge any liability 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) certifies in good faith the lien is a security interest of the obligee or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the Lender's interest in the property to a lien which may attain priority over

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

4. **Chargers; Liens;** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property to the Person owed payment. Borrower shall promptly furnish to Lender all notices of addenda to be paid under this paragraph.

I and 2 shall be applied; first, to my preparation charges due under the above; second, to my legal expenses due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 2,

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return 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 secured by

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 Escrow fees when due, Lender may 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 payment, at Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, intergovernmentality, or entity (including Leader, if Leader is such an institution) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the Escrow items, Leader may not charge Borrower for holding and applying the Funds, initially authorizing the account, as venturing the Escrow items, unless Leader pays Borrower interest on the Funds and applies available law permits Leader to make such a charge. However, Leader may require Borrower to pay a one-time charge for an independent real estate law reporting service used by Leader in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or Borrower and Leader may agree in writing, however, that interest shall be paid on the Funds, Leader shall give to Borrower, without charge, an annual accounting of the Funds, showing credit, and debts to the Funds and the purpose for which each debt is to the Funds was made. The Funds are pledged as additional security for all sums secured by this 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 monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents of the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (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 premiums. These items are called "Fees" below.

1. Payment of Principal 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.

Variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform conveyances for national use and non-uniform conveyances with limited and will defend generally the title to the property against all claims and demands, subject to any encumbrance of record.

**BORROWER'S CONVENTANTS** that Borrower is lawfully seized of the entire hereby conveyed and has the right to mortgage.

**TOO BIGGER WITH ALL THE IMPROVEMENTS HOW OR HIGHERER ELECECION ON US PROPERTY, AND IN CONSEQUENCE, APPROPRIATELY,**

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obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve 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 requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender 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 paid 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall 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. Any balance shall be paid 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 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 sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, 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 collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising 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 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. 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

  
Shelly  
Wittes

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**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, this mortgage insurance ceases to be in effect, Borrower shall pay the premiums required to

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenant, and agreements contained in this Security Instrument affecting 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 include paying any sums secured by a lien which has priority over this Security Instrument, appealing in court, paying reasonable attorney's fees and attorneying on the Property to make repair. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair if 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, Lender may collect the insurance proceeds. Lender may use the proceeds to replace 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.

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.

5. Hazard of Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

This Security Instrument, Lender my give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or

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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 right 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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My Commission Expires:

NOTARY PUBLIC, STATE OF ILLINOIS  
DEPARTMENT OF VITAL RECORDS  
NOTARY PUBLIC  
SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPARED BEFORE ME THIS DAY IN PERSON, AND ACTOWLODED THAT SHE  
SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPARED BEFORE ME THIS DAY IN PERSON, AND ACTOWLODED THAT SHE  
SIGNED AND DELIVERED THE SAID INSTRUMENT AS HER FREE AND VOLUNTARY ACT, FOR THE USE AND PURPOSES THEREIN SET FORTH.  
Given under my hand and official seal, this 19th day of September, 1995.

STATE OF ILLINOIS,  
I, ELAINE ULLMANN, M.A.  
do, SOPHIA B. MCASKILL, UNMARRIED  
a Notary Public in and for said County and State do hereby certify  
County Seal  
Borrower  
(Seal)  
Borrower  
(Seal)  
Borrower  
(Seal)

Witnesses:  
in any other(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower agrees and agrees to the terms and covenants contained in this Security Instrument and  
the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. Rider(s) to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument and the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

23. Waiver of Homeowner. Borrower waives all right of homestead exemption in the Property.

22. Release. Upon payment of all sums received by this Security Instrument, Lender shall release this Security Instrument which it charge to Borrower, Borrower shall pay any recording costs.

21. Including, but not limited to, reasonable attorney's fees and costs of title evidence.

proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial sale before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums non-existent of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on demand Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the sums secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further inform Borrower to cure the default on or before the date specified in the notice may result in acceleration of the sums (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums (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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

- [Check applicable box(es)]
- |                                                     |                                                        |                                                     |
|-----------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------|
| <input checked="" type="checkbox"/> 14 Family Rider | <input type="checkbox"/> 14 Goldmine Rider             | <input type="checkbox"/> 14 Platinum Rider          |
| <input type="checkbox"/> Graduated Payment Rider    | <input type="checkbox"/> Biweekly Payment Rider        | <input type="checkbox"/> Biweekly Improvement Rider |
| <input type="checkbox"/> Adjustable Rate Rider      | <input type="checkbox"/> Planed Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider     |
| <input type="checkbox"/> Balloon Rider              | <input type="checkbox"/> Second Home Rider             | <input type="checkbox"/> VA Rider                   |

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UNIT 8-048/0522 IN COVENTRY PARK CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

CERTAIN LOTS IN COVENTRY PARK UNIT 1, (PHASE 1 AND 2), BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER 27, 1994, AS DOCUMENT NUMBER 04-074,188, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTEnant TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH THE AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD.

COMMON ADDRESS: 1391 EAST BARONET LANE PALATINE, ILLINOIS 60067

PERMANENT TAX NUMBER: 02-24-202-003

SAID MATTER AFFECTS THE LAND AND OTHER PROPERTY.

END OF SCHEDULE A

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Property of Cook County Clerk's Office

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Loan # 206456192

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 19th day of September, 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

GUARANTEE MORTGAGE BANCORP SERVICES

(the "Lender")

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

1391 E. BARONET LANE, PALATINE, ILLINOIS 60067

[Property Address]

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

COVENTRY PARK CONDOMINIUM

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

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

Form 3140 B/80

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-Borrower  
\_\_\_\_\_  
(Seal)

-Borrower  
\_\_\_\_\_  
(Seal)

-Borrower  
\_\_\_\_\_  
(Seal)

-Borrower  
\_\_\_\_\_  
(Seal)

SOPHIA A. JASKILL  
3/11/2004

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

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay amounts due by the Owner Association unacceptable to Lender.

(iv) Any action which would have the effect of rendering the public liability insurance coverage available to the Owner Association, or

(iii) termination of professional management and assumption of self-management of the Owner

benefit of Lender;

(ii) any amendment to any provision of the Condominium Documents if the provision is for the expense

incurred by condominium or unit domain;

(i) the abandonment or termination of the Condominium Project, except for abandonment or

written consent, either partition or subdivision the Property or consent to:

E. Lender's Right to Suit. Borrower shall not, except after notice to Lender and with Lender's prior

provided in Uniform Covenant 10.

Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or not

paid to Lender, such proceeds shall be applied by Lender to the sums secured by the Security Instrument as

unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be

D. Condemnation. The proceeds of any award or claim for damage, direct or consequential, payable to