

# UNOFFICIAL COPY

95664203

RECORD AND RETURN TO:  
PRISM MORTGAGE COMPANY

350 WEST HUBBARD-SUITE 222  
CHICAGO, ILLINOIS 60610

Prepared by:  
PATTY RUDOFF  
CHICAGO, IL 60610

DEPT-01 RECORDING \$39.50  
T\$2222 TRAN 6575 09/29/95 15151:00  
#2216 KB \*\*-95-654203  
COOK COUNTY RECORDER

206912024

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 28, 1995**  
SUSAN C. KUNCIUS, SINGLE, NEVER MARRIED  
AND JAMES B. DYKEHOUSE, SINGLE, NEVER MARRIED

9 5664203

("Borrower"). This Security Instrument is given to  
**PRISM MORTGAGE COMPANY**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose  
address is **350 WEST HUBBARD-SUITE 222**  
**CHICAGO, ILLINOIS 60610** (Lender). Borrower owes Lender the principal sum of  
**ONE HUNDRED SEVENTY EIGHT THOUSAND AND 00/100**

Dollars (U.S. \$ 178,000.00).

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 payment 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:

SEE LEGAL DESCRIPTION ATTACHED

17-22-103-017 THRU 031

95664203

which has the address of **1322-32 SOUTH WABASH #701 , CHICAGO**  
**Illinois 60605** Street, City.

Zip Code ("Property Address"):

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

Amended 6/91

**BRIL 19408**

VNA MORTGAGE FORMS 1980 5217291

Initials: \_\_\_\_\_

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Borrower shall pay to Lender, on the date of each payment due under this Note, a sum of one thousand dollars (\$1,000) and five hundred dollars (\$500), plus interest on the unpaid principal balance of this Note at the rate of six percent (6%) per annum, until the date of payment of this Note. In addition, Lender may require Borrower to pay all costs and expenses incurred by Lender in collecting on this Note, including attorney's fees, court costs, and other expenses, to the full extent permitted by law.

If Borrower fails to make any payment when due, or fails to perform any of the covenants contained in this Note, Lender may declare the entire unpaid principal balance of this Note to be due and payable and may exercise any rights available to Lender by law.

2. Payments of Taxes and Insurance. Borrower shall pay to Lender, on the date of each payment due under this Note, a sum equal to the amount of taxes and insurance paid by Borrower during the month preceding the date of payment, plus interest on the unpaid amount at the rate of six percent (6%) per annum, until the date of payment of this Note.

3. Aggregation of Payments. Lender may aggregate two or more payments due under this Note, in which event Lender will receive payment on the date specified in the Note.

4. Security Interest. Lender has a security interest in the funds held by Lender for the benefit of the Note. Lender may exercise its rights as security interest holder in accordance with applicable law.

If the Property, which applies to funds held by Lender as security for the Note, is sold, Lender shall have the right to receive payment from the proceeds of sale of the Property.

If Lender receives payment in full of all sums due under this Note, Lender shall account to Borrower any unused monies held by Lender.

If the funds held by Lender exceed the amounts paid toward a particular payment, Lender shall promptly refund to Borrower any unused monies held by Lender.

If the funds held by Lender exceed the amounts paid toward a particular payment, Lender shall make up the deficiency in no more than thirty days to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than thirty days to Lender the amount necessary to make up the deficiency.

Lender may require Borrower to pay the deficiency, however, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to pay the deficiency, plus interest thereon at the rate of six percent (6%) per annum, plus interest on the unpaid amount at the rate of six percent (6%) per annum, plus interest on the unpaid amount at the rate of six percent (6%) per annum, plus interest on the unpaid amount at the rate of six percent (6%) per annum.

The funds held by Lender are disbursed as additional security for all sums secured by this Security Instrument.

5. Payment of Taxes and Insurance. The funds are disbursed as additional security for all sums secured by this Security Instrument.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future related payments to Lender.

Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service, or a charge for holding and applying the funds, annually, and paying the funds to pay the such expenses.

6. Escrow Items. Lender may not charge Borrower for holding and applying the funds, annually, and paying the funds to pay the such expenses.

7. Disbursements. All disbursements by Lender in connection with this Note, including attorney's fees, legal expenses, and other expenses, shall be paid by Lender to the Note.

8. Funds Held by Lender. If Lender holds funds in trust or with another entity, Lender shall account to Borrower for any unused monies held by Lender.

9. Payment of Premium and Interest. Lender shall pay premium and late charges due under the Note.

10. Payment of Premium and Interest. Lender shall pay premium and late charges due under the Note.

11. Payment of Premium and Interest. Lender shall pay premium and late charges due under the Note.

12. Payment of Premium and Interest. Lender shall pay premium and late charges due under the Note.

13. Payment of Premium and Interest. Lender shall pay premium and late charges due under the Note.

14. Payment of Premium and Interest. Lender shall pay premium and late charges due under the Note.

15. Payment of Premium and Interest. Lender shall pay premium and late charges due under the Note.

16. Payment of Premium and Interest. Lender shall pay premium and late charges due under the Note.

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4. The land referred to in the commitment is described as follows:

UNIT 701 AND PARKING SPACE S-18 IN FILMWORKS LOFTS CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF LAND DESCRIBED THEREIN LOCATED IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED JUNE 12, 2005 AS DOCUMENT NUMBER 95380568, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN COMMON ELEMENTS.

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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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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 1994

Form 3014 9/90

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REVISED 1/98



My Commission Expires

(Signature)  
Given under my hand and affidavit seal this 28 day of September 1995  
Agreed and delivered the said instrument to **LHER** free and voluntary act for the uses and purposes herein set forth.  
Subscribed to this foregoing instrument, exhibited before me this day in person, and acknowledged that **The Person(s) personally known to me to be the same person(s) whose name(s)**

JAMES B. DVREHOUSE, SINGLE, NEVER MARRIED  
and SUSAN C. KUNCIUS, SINGLE, NEVER MARRIED AND  
1. SUSAN E. KUNCIUS, a Notary Public in and for said county and state do hereby certify  
STATE OF ILLINOIS, COOK County ass:  
-Borrower  
(Seal) (Signature)  
-Borrower  
(Seal) (Signature)  
-Borrower  
(Seal) (Signature)  
-Borrower  
(Seal) (Signature)  
-Borrower  
(Seal) (Signature)

BY SIGNING BELOW, Borrower agrees and agrees to the terms and conditions contained in this Security Instrument and  
(in any Rider(s)) executed by Borrower and recorded with it.

22. Rider(s) in this security instrument, if one or more riders are executed by Borrower and recorded together with this  
Security instrument, are deemed part of this Security instrument, as if the rider(s) were a part of this Security instrument.  
The two parties and agree to all the terms and conditions of each and every rider shall be incorporated into and shall amend and supplement  
the rider(s), except as otherwise provided in the rider(s).

VIA Rider  
Balloon Rider  
Graduated Payment Rider  
Adjustable Rate Rider  
Family Rider  
Goodwill Rider  
Biweekly Payment Rider  
Escrowed Death Rider  
Other(s) [Specify]

23. Rider(s) in this security instrument, if one or more riders are executed by Borrower and recorded together with this  
Security instrument, are deemed part of this Security instrument, as if the rider(s) were a part of this Security instrument.  
The two parties and agree to all the terms and conditions of each and every rider shall be incorporated into and shall amend and supplement  
the rider(s), except as otherwise provided in the rider(s).

24. Waver of Homeowner Borrower waives all right of homestead exemption in the Property.

25. Release. I do hereby release all sums secured by this Security instrument, lender shall release this Security instrument  
without charge to Borrower, Borrower shall pay any recording fees.

26. Release. I do hereby release all sums secured by this Security instrument, lender shall release this Security instrument  
without charge to Borrower, Borrower shall pay any recording fees.

27. Release, lender shall release all excess funds held by this Security instrument, lender shall release this Security instrument  
unless required to collect all amounts demanded and may release this Security instrument in full if all sums  
received by this Security instrument within forty days of the notice, however, at its option, may require immediate payment in full of all sums  
or before the date specified in the notice, however, at its option, may require immediate payment in full of all sums  
on execution of a default or any other default of Borrower to secure a judgment and/or reduction of the  
amount Borrower or the trustee to receive after acceleration and due notice to assert in the foreclosure proceeding the  
rights to this Security instrument, for deficiency by judicial proceeding and sale of the property. The notice shall further  
state failure to cure the default or the failure to pay to Borrower, by which the default must be cured; and  
(c) a date, not less than 10 days from the date the notice is given to Borrower, by which the default must be cured; and  
applicable law provides otherwise). The trustee shall specify: (a) the default required to cure the default;  
(b) the action required to cure the default;

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UNIT 70; AND PARKING SPACE S-18 IN THE FILMWORKS LOFTS CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF LAND DESCRIBED THEREIN LOCATED IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED JUNE 12, 1995 AS DOCUMENT NUMBER 95380568, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN COMMON ELEMENTS.

P.L.N. 17-22-103-G17, -018, -019, -020, -021, -022, -023, -024, -025,  
17-22-103-026, -027, -028, -029, -030, and -031

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHT AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS AND COVENANTS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

RECORDED  
JULY 13, 1995  
COOK COUNTY CLERK'S OFFICE

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Property of Cook County Clerk's Office

926063

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 28TH 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  
**PRISM MORTGAGE COMPANY**

(the "Lender")

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

1322-32 SOUTH WABASH #701, CHICAGO, ILLINOIS 60605

*Property Address*

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

**FILMWORK'S LOFTS 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 9/90

DPS 2889

**100-8 PDR 01**

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VMP MORTGAGE FORMS - 1313-083-B100 - 180016217285

100-8 PDR 01

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Form 3140-9/90  
DPS 2800

100-2-72

-Signature

(Seal)

-Signature

(Seal)

-Signature

(Seal)

-Signature

(Seal)

JAMES B. DREIHOFF

SUSAN C. KUNCIUS

By SIGNING BELOW, Borrower agrees and agrees to the terms and provisions contained in this Credit Agreement  
Pledge

Subject to State of California, pursuant

borrowed from Lender; and the due date of disbursement of the Note and that he payable, with interest, upon notice from  
to the Borrower, including interest and charges arising to other terms of payment, these amounts shall  
deem. Any amount disbursed by Lender under this paragraph if fully becomes additional debt of Borrower secured  
by Borrower's interest in Borrower's net pay, undivided one-half and assessments when due, then Lender may pay  
disbursements by the California Assessable liability to Lender.

any action which would have the effect of rendering the public liability insurance coverage  
available to the Owner(s) of the property or

(iii) termination of professional insurance and assumption of self-insurance of the Owner(s)  
hereby or Lender.

(ii) any amendment of any provision of the Constituent Documents if the provision is for the express  
purpose by consideration of document domain.

(i) the abandonment of termination of the condominium Project, except for abandonment of  
written document, either party or subdivision the Property or consent to

E. Lender's First Claim, Borrower shall not, except after notice to Lender and with Lender's prior  
provided in Limited Credit Limit.

paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security instrument as  
part of the compensation claim, or by any conveyance in lieu of compensation, are hereby assigned and shall be  
Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or the  
D. Condemnation. The proceeds of any award of claim for damage, direct or consequential, payable to