

UNOFFICIAL COPY

95232400

RECORD AND RETURN TO:
PACIFIC MORTGAGE COMPANY

4947 NORTH BROADWAY
CHICAGO, ILLINOIS 60640

Prepared by:
SUSAN E. CHANG
CHICAGO, IL 60640

DEPT-01 RECORDING

149012 TEAM 3482 04/06/95
40-194-111 #-25--27
COOK COUNTY RECORDER

950007452

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 30, 1995** by **YONG EYE HONG, SINGLE PERSON**

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

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **4947 NORTH BROADWAY, CHICAGO, ILLINOIS 60640** ("Lender"). Borrower owes Lender the principal sum of **EIGHTY SIX THOUSAND TWO HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 86,250.00)**

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 **MAY 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 paragraphs (a) through (c) of this Security Instrument; and (c) the performance of Borrower's covenants and agreements upon which this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the property located in **COOK COUNTY, ILLINOIS**, being **UNIT 1W TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 2840 WEST HOLLYWOOD CONDOMINIUM AS DELINEATED AND DEFTED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 26385494, IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

13-01-320-046-1002

F.D. 6/107/18/2

which has the address of **2840 WEST HOLLYWOOD AVENUE - UNIT 1W, CHICAGO, ILLINOIS 60654** Zip Code **(Property Address):**

ILLINOIS-Single Family FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 3/90
Amended 5/91

GRUHL (Agent)

AMERICAN MORTGAGE FORMS - 1800/521-7221

Page 1 of 1

Initials: J.R.B.

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RECORD AND RETURN TO:

PACIFIC MORTGAGE COMPANY

4947 NORTH BROADWAY
CHICAGO, ILLINOIS 60640

Prepared by:

SUSAN E. CHANG
CHICAGO, IL 60640

DEF1-01 RECORDING \$35.00
T00912 TRAN 3462 04/06/95 15:38:00
\$6519 + LJM # 75-232401
COOK COUNTY RECORDER

950007452

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 30, 1995
YONG RYE HONG, SINGLE PERSON

The mortgagor is,

("Borrower"). This Security instrument is given to
PACIFIC MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 4947 NCRTH BROADWAY

CHICAGO, ILLINOIS 60640 ("Lender"). Borrower owes Lender the principal sum of
EIGHTY SIX THOUSAND TWO HUNDRED FIFTY AND 00/100

Dollars (U.S. \$ 86,250.00).

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 MAY 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 1W TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 2840 WEST HOLLYWOOD CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 26385494, IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-01-320-046-1002

FD 610718/2

which has the address of 2840 WEST HOLLYWOOD AVENUE-UNIT 1W, CHICAGO
Illinois 60659

Street, City,

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

Zip Code ("Property Address"):

INSTRUMENT Form 3014 9/90

Amended 5/91

LMA-6R(LI) 6400

2M MORTGAGE FORMS 1600/521-7291

Page 1 of 6

Initials: Y.R.H

DPS 1089

95232400

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7/14
DAS 1090

688414 06/00

Form 304a 9/90 (revised)

This Security Instrument, if Lender determines that any part of the Property is subject to a lien which has already been paid off by the holder of the Note, shall be held by the Lender until such time as the holder of the Note has paid off the amount of the principal and interest due on the Note.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender records evidencing over payment of the principal and interest and any other amounts paid by the holder of the Note.

4. **Assignment of Payments.** Unless specifically law provides otherwise, all payments made by Lender under this Note, or any other instrument or agreement, shall pay to Lender under the Note, and no other person shall pay to Lender under this Note.

5. **Apportionment of Payments.** Unless applicable law provides otherwise, all payments made by Lender under this Note, or any other instrument or agreement, shall apply to my late charges due under the Note, second, to amounts paid by Lender under payments

of the Property, shall apply to any late charges due under the Note, and last, to my late charges due under the Note.

6. **Waiver of Notice.** If Lender fails to give notice to me of any late charge, he waives this security instrument.

If the funds held by Lender, if any, under paragraph 2, Lender shall deduct any late charge from any funds received by Lender prior to the application of such funds to the payment of any late charge.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the amounts paid by Lender in excess of such amounts.

If the funds held by Lender exceed the amounts received by this Security Instrument, Lender shall account to Borrower for the amounts paid by Lender in excess of such amounts.

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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 for 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 attorney's 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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Form 301A 9/90 DCS 1994

Page 6 of 6
6RILL (9498)

[Handwritten Signature]

My Commission [Expires] *10/2011* Notary Public
State of Illinois, County of Cook
Given under my hand and affidavit set this day of *October 2009*, for the uses and purposes herein set forth
signed and delivered the said instrument as HHS/HBR this and acknowledge that for the uses and purposes herein set forth
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she
(personally known to me to be the same person(s) whose name(s)
[Handwritten Signature]

and YOUNG RYE HONG, SINGLE PERSON

[Handwritten Signature] STATE OF ILLINOIS, COOK

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and
in any addendum(s) executed by Borrower and recorded with the
Witnesses:

24. Rides to this Security Instrument. It is agreed how riders are executed by Borrower and recorded together with this
Security Instrument, the agreements and agreements of each such rider shall be incorporated into and shall amend and supplement
the covenants and restrictions of this Security Instrument as if the (rider(s) were a part of this Security Instrument.

If the applicable boxes are checked, the following will be included in this Security Instrument:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> balloon Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Balloon Payment Rider
<input type="checkbox"/> Standard Rider	<input type="checkbox"/> Biweekly Pay Interest Rider	<input type="checkbox"/> Standard Payment Rider
<input type="checkbox"/> (Other) Specified	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> (Other) Specified

25. Waiver of Foreclosure. Borrower waives all right of foreclosure except in the property.
Without charge to Borrower, Borrower shall pay any recording costs.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
but not limited to, reasonable attorney fees and costs of title evidence.

27. Interdiction. 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 judgment
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums
non-accrued or a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured in
and/or Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the
sums secured by this Security Instrument, foreclosing by judicial proceeding and sale of the Property. The notice shall further
(d) shall failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
(e) 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;

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 30TH day of MARCH , 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
PACIFIC MORTGAGE COMPANY

(the "Lender")

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

2840 WEST HOLLYWOOD AVENUE - UNIT 1W, CHICAGO, ILLINOIS 60659
Property Address

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

2840 WEST HOLLYWOOD

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

 MHP 3140 9/90

Page 1 of 2

MP MORTGAGE FORMS • (313)263-8100 • (800)621-7291

RPS 2889

10/04/04

J.R.H

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Folio 3140-990
Date 7-27-98
DMS 2890

9-1990-101

-Borrower _____
(Sgd) _____

-Borrower _____
(Sgd) _____

-Borrower _____
(Sgd) _____

-Borrower _____
(Sgd) _____

-Borrower _____
(Sgd) _____

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

BY THE SECURITY INSTRUMENT UNDERSIGNED Borrower and Lender agree to other terms of Payment, these amounts shall bear interest from the date of instrument until payment in full hereof, with interest, upon value given by the Security Instrument unless Borrower and Lender agree to other terms of Payment, these amounts shall be due to Borrower requesting payment.

E. Remedies if Borrower does not pay conditional dues and assessments when due, then Lender may pay amount advanced by the Owners Association immediately to Lender.

(a) Any action which would have the effect of rendering the public liability insurance coverage

assumed by the Owners Association unenforceable to Lender.

(b) Any amendment to any provision of the Constitution Documents if the provision is for the expense benefit of Lender.

(c) The abandonment or termination of the Conditional Project, except for abandonment of building by condominium or unit owner.

Lender required by law in the case of substantial diminution by fire or other casualty or in the case of a termination required by law in the case of substantial diminution by fire or other casualty or in the case of a

Lender's consent, either partition of subdivided property or consent for written consent, except after notice to Lender and with Lender's prior

partition proceedings, such proceeds shall not, except after notice to Lender and with Lender's prior

partition proceedings, be applied by Lender to the sums received by the Security Instrument as paid to Lender. Such proceeds shall be applied by Lender to the sum received by the Security Instrument as paid to Lender.

D. Cancellation, the proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or the