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RECORD AND RETURN TO:

STANDARD FEDERAL BANK
2800 WEST BIG BEAVER ROAD
TROY, MICHIGAN 48084

DEPT-01 RECORDING \$37.00
100012 TRAN 4286 05/24/95 09:20100
44826 4 JMJ 338778
COOK COUNTY RECORDER

Prepared by:
CHARLES N. HOAG
CHICAGO, IL 60614

206585640

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 11, 1995**
JEAN KELCHAUSER, A SINGLE PERSON

The mortgagor is

("Borrower"). This Security Instrument is given to
MID TOWN BANK AND TRUST COMPANY OF CHICAGO

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose
address is **2021 NORTH CLARK STREET**
CHICAGO, ILLINOIS 60614

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

ONE HUNDRED FIVE THOUSAND AND 00/100

Dollars (U.S. \$ **105,000.00**).

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 **JUNE 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:

PARCEL 1:

**UNIT 408 IN CONSERVANCY AT NORTH PARK CONDOMINIUM III AS DELINEATED ON
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION**

13-02-300-002-8002

This instrument does not affect to whom the tax
bill is to be mailed and the recorder Tax Bill
Information Form is required to be recorded with
this instrument.

which has the address of **3940 WEST BRYN MAWR AVENUE-UNIT 408 , CHICAGO** Street, City .
Illinois **60659**

Zip Code ("Property Address"):

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 5/91

Form 6R(IL) 1040R

VMP MORTGAGE FORMS - 1800521 7281

Page 1 of 6

Initials: SN

DPS 1089

BOX 333-CTI

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4. **C. Intergal** loans, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property over this Section instrument, and lessees and payees of ground rents, at any, Borrower shall pay directly to the person named in the instrument provided in paragraph 2, or if not paid in that manner, Borrower shall pay directly to the person named in the instrument provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of nonpayment under this paragraph.

and, in most cases, there would be no particular doubt and least, to my like the changes due under the Note.

3. Application of Payments. Unless otherwise, all payments received by Lender under Participants' Note shall be applied first to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

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(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 agree to sell the Property, lessor, prior to the redemption or sale of the Property, shall apply any funds held by lender at the time of institution of sale as a credit toward the sum secured by

should pay to learn the difference to make up the difference. Borrower shall make up the difference in no more than twelve months, at lender's sole discretion.

for the excess funds in accordance with the requirements of applicable law. At the request of the Fund held by Lender in any time is not sufficient to pay the face amount of the Note when due, Lender may so notify Borrower in writing. And, in such case however

If the funds held by lander exceed the amounts permitted to be held by applicable law, lander shall account to Borrower.

Borrower and Lender may agree in writing, however, that materials shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

useful by itself in connection with this loan, unless approached law provides otherwise. Under an agreement as made or applicable law requires this set to be paid, Lender shall not be required to pay borrower any interest or earnings on the funds

Very trying the ESCROW lenses, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service.

(not including Leander), if Leander is such an insititute) or in any Federal Home Loan Bank, Leander shall apply the fees below to him, Leander may not charge Borro over for holding and applying the Funds, naturally understanding the escrow fees.

Section 119(b) of the Small Business Protection Act of 2000 (the "Act") provides that no entity may require a depositor to consent to arbitration as a condition to opening a deposit account or maintaining it. The Act also provides that no entity may require a depositor to consent to arbitration as a condition to opening a deposit account or maintaining it.

Under many circumstances the amount of funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount, if so, stands ready, at any time, to collect and hold funds in an amount not to exceed the lesser amount.

1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless otherwise law that applies to the funds

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items".

of profound rents on the *Property*, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

and assessments which may affect the Security Instrument as a lien on the Property; (h) yearly leaseshold payments under or the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

permitted of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM CONTRACTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform instruments for personal use and non-uniform instruments with limited variations by prescribing to constitute a uniform security instrument covering real property.

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions 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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0018-9105(1994)

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14. **Notices.** Any notice to the Company provided for in this Agreement must be given by delivery or by mailing

13. **Team & culture**: If the team is satisfied by this document, they will sign it in the witness section with their signatures.

17. **Successors and assigns**: joint and several liability: if o-signers, the co-signers and agreees of this
securitly instrument shall bind and benefit the successors and assigns of this instrument.

Liabilities, transfers and other power otherwise agreed in writing, any application of proceeds to permitted shall not exceed or surpass the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower or if, after notice by Borrower, either to Borrower or to the condominium owner, the condominium owner fails to respond to a demand to restore the Property to its condition prior to abandonment, either to repair or to replace the damage caused by the abandonment, the Lender is authorized to offset and apply the proceeds, at its option, either to restoration or repair of the Property or to the damages caused by the abandonment, whether or not the same are awarded by this Security Instrument, whether or not due.

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 the sums are then due, whether or not there is any excess paid to Borrower. In the event of a partial taking of the Property in which the market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by the Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument will be reduced by the amount of the sums secured by the Security instrument of the Property paid to Borrower, with any excess paid to Lender.

¹⁰¹ A *quodcumque*, the *procedere* to any *modus* or *modus* to any *modus* of claim for damages, direct or consequent, in consequence whereof, the *condemnation* of either *part* of the *property*, or for conveyance in lieu of *condemnation*, are hereby assented and made a part of this *instrument*.

9. **Inspection:** Lender or its agent may make reasonable entries upon and inspect certain parts of the Property; Lender shall give

the premiums charged to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

option coversage subsidence by insurance premium to the mortgage insurance previously in effect, at a cost substantially equivalent to the amount of the insurance previously in effect, from an alternate mortgage insurer approved by Lender.

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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

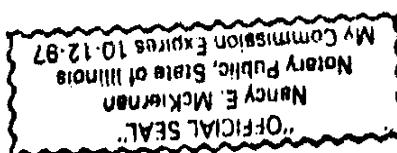
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Final Sub

Form 3014 G/G

Industrial Full



motor (7000-02)

absent and defrauded the said instrument as **HIS** (HEIRE) true and voluntary act, for the uses and purposes before set forth.

STATE OF ILLINOIS, COUNTY OF McLEWISBURG,
DEAN KELL HAUSER, A SINGLE PERSON
a Notary Public in and for said county and state do hereby certify
that as

-Borrow-
([nəs])

ମେଲାମେଲା—
(ପାତ୍ର)

~~Borrow~~
(mag)

—BOSTON—
(MAS)

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and

- | | | | | | |
|---|---|---|--|--|---|
| <input type="checkbox"/> 1-4 Family Rider | <input checked="" type="checkbox"/> Conditional Premium Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Rate(s) Specified Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Rate(s) Specified Rider | <input type="checkbox"/> Whole Life Rider | <input type="checkbox"/> Wholly Owned Rider |

34. Riders to the Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument, the coverments and agreements of the rider(s) were a part of this Security Instrument.

²³ Weiser of Homestead, Borrower's wife is right of homestead exemption in the property.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

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RIDER - LEGAL DESCRIPTION

PARCEL 1:

UNIT 408 IN CONSERVANCY AT NORTH PARK CONDOMINIUM III AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PREMISES:
THAT PART OF THE EAST 83.3 FEET OF THE WEST 883 FEET OF THE NORTH 583 FEET OF THE SOUTH 633 FEET OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR STREET AS PER DOCUMENT 26700736) DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST ON THE NORTH LINE OF SAID TRACT A DISTANCE OF 415.45 FEET, THENCE SOUTH A DISTANCE OF 20.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ON THE LAST DESCRIBED LINE 89.0 FEET, THENCE EAST 78.0 FEET; THENCE SOUTH 10.0 FEET, THENCE EAST 48.0 FEET; THENCE NORTH 10.0 FEET, THENCE EAST 78.0 FEET, THENCE NORTH 89.0 FEET, THENCE WEST 204.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 95039646 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 408 AND STORAGE SPACE 408, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 94923282.

PARCEL 3:

EASEMENTS FOR INGRESS AND EGRESS OVER COMMON AREAS AS SHOWN IN DECLARATION RECORDED OCTOBER 28, AS DOCUMENT 94923280.

95039646

13-02-300-002-8002

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Property of Cook County Clerk's Office

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 11TH day of MAY , 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
**MID TOWN BANK AND TRUST
COMPANY OF CHICAGO**

(the "Lender")

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

3940 WEST ERYN MAWR AVENUE-UNIT 408, 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:

NORTH PARK CONDOMINIUM III

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.

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Form 3140 9/90

U.S. GOVERNMENT PRINTING OFFICE: 1940

POWER -
(play)

~~JOHNSON~~
(was)

-BROWNS-
(1875)

Bertrand
(Bas)

Jean Reichmuster

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

3. Remanded. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph 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 payment.

(c) Any action which would have the effect of rendering the public liability insurance coverage maintained by the Covers Association unacceptable to Landor.

(iii) termination of professional management and assumption of self-management of the Owners' benefit or detriment.

(ii) any amendment to any provision of the Constitution Documents if the provision is for the express purpose of elimination or reduction of anomalies;

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

(c) Lender's First Lien Note. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the property or consent to

paid to Lender, such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Exhibit C-Overhaul 10.

Borrower in connection with any condominium or other taking of all or any part of the Property, whether or the Borrower or of the common elements, or for any conveyance in lieu of condominium, are hereby assigned and shall be

(b) **Communication.** The process of my mind to draw to you the secret of communication, perhaps