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This instrument was prepared by Susan M. Arquilla

Central Federal Savings and Loan Association of Chicago 1601 W Belmont Ave Chicago, il. 60657

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Mortgage

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 19 . 19 96 The Mortgagor is ***THOMAS A ROMANO, DIVORCED AND NOT SINCE REMARRIED AND NANCY HUDSON, DIVORCED AND NOT SINCE REMARRIED*** - - - - ("Borrower"). This Security Instrument is given to CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1601 W. Belmont Ave., Chicago, IL, 60657 ("Lender"). Borrower owes Lender the principal sum of ***ONE HUNDRED THOUSAND AND NO/100*** - - - - - - - DOLLARS (\$ ***1()(),()()(),()()*** This debt is evidenced by Borrower's Note dated the came day as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2012 This Security Instrument secures to Lender (a) the represent of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications, (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 13A IN 3900 LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING:

LOTS I AND 2 AND ALL THAT PART OF THE ACCRETIONS AND ADDITION THERETO LYING WEST OF THE WEST LINE OF LINCOLN PARK, AS ESTABLISHED BY DECREE ENTERED SEPTEMBER 7, 1906 IN CIRCUIT COURT AS CASE NUMBER 274470, AND SHOWN BY PLAT RECORDED OCTOBER 11, 1906 AS DOCUMENT NUMBER 3937332, ALL IN BLOCK I IN PELEG HALL'S ADDITION TO CHICAGO, IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 31, 1977 AND KNOWN AS TRUST NUMBER 41174, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINO'S DN DECEMBER 5, 1977 AS DOCUMENT 24221923, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 3900 N. LAKE SHORE DR., #13A, CHICAGO, IL 60613

P/R/E/I# 14-21-101-035-1012

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE. THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF THE PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

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

TOGETHER WITH all the improvements now or hereafter crected on the property, and all easements, rights, appurtenances. rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- 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.
- 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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly becard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items". Lender wy stimate the Funds due on the basis of current data and reasonable estimates of future escrow items

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding or applying the Funds, analyzing the recount or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender spain give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the fur re monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender

Upon payment in full of all sums secured by this Security Instrument, Lender shall stomptly refund to Borrower any Funds held by Lender If under paragraph 19 the Property is sold or acquired by Lender, Lender shift apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied first, to late charges due under the Note, second, to prepayment charges due vader the Note; third, to amounts payable under paragraph 2, fourth, to interest due, and last, to principal due.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority 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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien (5) or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard 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 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.

Alt 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, the 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 19 the Property is acquired by Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the againstion shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition

- 6. Preservation and Way itenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Berrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights to the Property; Mortgage Insurance. 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 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.

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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

- 8. Inspection. Lender or its agent may make reasonable entries upon and propertions of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 9. 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 Projecty, 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, flyded by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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.

10. 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 Ω 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 $\frac{1}{\sqrt{2}}$ interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right N or remedy.

- 11. 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.
- 12. 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.
- 13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option, may require immediate payment in full of all cun's secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.
- 14. Notices. An enduce 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 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 direct the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given on 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, Londer 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 the Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration 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 paragraphs 13 or 17

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a condition and the notice is given to Borrower, by which the default must be cured; and (d) that confailure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this consistence of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default to

or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent, or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument with charge to Borrower. Borrower shall pay any recordation costs

22. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider	🔯 Condominium Rider	☐ 1-4 Family Rider
Graduated Payment Rider	Planned Unit Development R	ider
Other(s) [specify]	× C	
By Signing Below, Borrower acceptany rider(s) executed by Borrower and recorde		s contained in this Security Instrument and in
	O hour	a Comora (Scal)
	TIOMAS A. RON	The state of the s
	NANCY HOSEO	Z Hudson (Seal) -Borrower
STATE OF ILLINOIS) SS.	75
COUNTY OF COOK)	$O_{\mathcal{E}_{\mathcal{C}}}$
1. Storen B. Levit ***THOMAS A. ROMANO, DIVORCED AND NOT		r said county and state do hereby certify that DIVORCED AND NOT SINCE REMARRIED***
personally appeared before me and is (are) knowledge foregoing instrument, have executed same, and and that they executed said instruments.	acknowledged said instrument to be for the purposes and uses therein set for	their free and voluntary act and deed rth.
Witness my hand and official seal this	7th day of Dirember	16 Leut
	Lord Lord Lord Lord Lord Lord Lord Lord	Notary Public

OFFICIAL SEAL STEVEN B LEVIT TARY PUBLIC, STATE OF ILLINO

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 10/20/00

LOAN NO. 21-450628-3

THIS CONDOMINIUM RIDER is made this	19TH day of	DECEMBER	
and is incorporated into and shall be deemed to amend an	ed supplement the Mortg	gage, Deed of Trust or So	ecurity Deed (the
"Security Instrument") of the same date given by the unde CENTRAL FEDERAL SAVINGS AND LOAN ASSOCI	ATION OF CHICAGO		(the "Lender")
of the same date and covering the Property described in the 3900 N. LAKE SHORE	e Security Instrument and DR., #13A, CHIO	d located at: CAGO, IL 60613	
The Property includes a unit in, together with an undivi-	ded interest in the comm	non elements of, a cond	ominium project
known as: 3900 LAKE SHORE DRIV	E CONDOMINIUM).e12447.e441.e291.e411.e1144.e
	Condominium Project)	auto for the Condomin	Denisot (the
(the "Condominium Project"). If the owners association "Owners Association") holds title to property for the b includes Borrower's increst in the Owners Association and	enefit or use of its men	ibers or shareholders, tl	he Property also
CONDOMINIUM COVENANTS, in addition to the		ients made in the Secu	rny instrument,
Borrower and Lender further covenant and agree as follow			0 1 11
A. Condominium Collections, Borrower shall p	erform all of Borrower	's obligations under the	e Condominium

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 a sessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long gettic 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

Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which

within the term "extended coverage," then:

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

(ii) Borrower's obligation under Uniform Coverage 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 Instrume it, 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.
- D. Condemnation. The proceeds of any award or claim for damages, direct of consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whither of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be prid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Unito to Jovenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandoncies, or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain:
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association, or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F 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.

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

Money Horowe

95060552

Loan No. 21-450628-3

Adjustable Rate Rider

959695

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3. INTEREST RATE CHANGES AND PAYMENT CHANGES

(A) <u>Inter</u> est rate Change Dates			
The interest rate I will pay may change on the first day of of the month every (****Signature** (**********************************			, and on that day interest rate could
(B) THEINDEN			
Beginning with the first Interest Change Date in interest rate will be based. Market for 6-month United States Treasury Bills stated as a yield equivalent when comply the Federal Reserve Statistical Release H 15 (519). The Index in effect as of the fift Interest Change Date is called the "Chircuit Index". If the lifteenth (15th) day of the reffect the next previous day available will be the Current Index. If the Index is no longer available, the Note Holder will choose a new Index will be Note Holder will give the notice of its choice.	puted from a batteenth (15th) demonth is a wee	ink discour ay of the n kend or he	nt basis as reported nonth prior to each oliday, the Index in
(C) CALCULATION OF INTERPLACEMENTS			
Before each Interest Change D we, the Note Holder will calculate my new interest OURTERS*** percentage points (***2 75%*** my new interest rate	st rate by addir to the Cu	rrent Inde	*Two AND THREE- C. The sum will be
(D) Limit Mion On Interest Rate Citanols			
The interest rate that I will pay after the first selected factorest. Change Date than	il interest rate.	Thereafte	decrease by more r, the interest rate ***2.00%***
from the rate of interest I was paying on the most recent anniversar, date of the loan Interest Rate Change Date stated in paragraph 3(A) above and the same date every twelv	i. Anniversary	date is the	ne date of the first interest rate I will
(E) Effective Date Of Interest Changes			
My new interest rate will become effective on each Interest Change Date	4		
(F) PAYMENT CHANGED ATES	0,		
The amount of the monthly payment that I shall make may change on the ***F Figure vict 2002 and on that day of the month every ***SD	TRST*** TTY***	**** ***60	<u>lst***</u>) day of ***) months
thereafter. Each date on which my payment could change is called a "Payment Change E	Pate".	C)
(G) <u>Carculyno</u> s of Payment Chasges			
Using the procedures set forth in Paragraphs (B) - (D) above, the Note Hole monthly payment that would be sufficient to repay the unpaid principal that I am expectful as amortized to the maturity date at my new interest rate in substantially equal payment "Full Payment". It will be the new amount of my monthly payment for the next	ited to owe at t	he Paymer It of this ca	n Change Date in

(H) EFFECTIVED ATE OF PARAMENT CHANGES

My new payment will become effective on each Payment Change Date. I will pay the amount of my new monthly payment beginning on the Payment Change Date until the amount of my monthly payment changes again.

(I) LIMITON MY UNEMID PRINCIPME, PSORO ASED MONTHLY PAYMENT

My unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed. My unpaid principal could exceed that maximum amount because I pay a fixed payment each month. If so, on the date that my monthly payment would cause me to exceed that limit, I will instead begin paying a new monthly payment until the next Payment Change Date. The new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my then current interest rate in substantially equal payments.

(I) Additions To My Unemp Principal (Negative Amortization

My monthly payment could be less than the amount of the interest due on my loan. If so, each month that my monthly payment is less than the said interest due, the Note Holder will add the difference to my unpaid principal. I will be required to pay interest on the additional principal at the same rate required by Section 3(C) above and Section 4(C) of the Note.

(K) NORCE OF CAN GES

The Note Holder will deliver or mail to me a notice of any changes in my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice

(L) Regulato Erra Passana

I will pay the total amount of all outs graing principal and interest as my monthly payment on the maturity date.

4. CHARGES; LIESS

Uniform Covenant 4 of the Security Instrument is approved to read as follows.

4. Cityrois Libss. Borrower shall pay all taxes asses ments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Institution, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or if not paid in such manner, by Corrower making payment, when due, directly to the payce thereof. Borrower shall promptly turnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts sedencing such payments. Borrower shall promptly discharge any tien which has priority over this Security Instrument, however, Bor ower shall not be required to discharge any such tion so long as Borrower that shall arree in writing to the payment of the obligation recured by such lien in a manner acceptable to Lender, (b) shall in good tath comest such hen by or detend analyst enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the entorcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such hen an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a fien which may attain a priority over this Security Instrument, Lender shall give Borrower a notice identifying such hen. Borrower shall satisfy such a lien or take one or more of the actions set forth above within ten days of the giving of the notice

NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14 NOTICE Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing by first class mail to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any nonce provided for in this Security Instrument shall be deemed to have been given to Borrower of Condendary when given in the manner destrumed herein.

6. Uniform Security Instrument; Governing Law; Severability

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15 UNIFORM STOLECTY INSTRUMENT GOVERNMENT AWAS STOLEABILITY. This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with hinted variations by jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the every 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, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

7. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covery if 37 of the Security Instrument is amended to read as follows

17 TRANSPEROF LED BOR . . OB A BENEFICINE PRIFER P. BORROWER. If all or any part of the Property or any interest in it is sold or transferred or 1 beneficial interest of Borrower in a fulcholding trust or corporation is sold or transferred, or the Property is sold on an installing regreement for warranty deed without Lender's prior written consent, Lender may, at its option, require immediate payment in full at all sams secured by this Security Instrument. However, this option shall not be exercised by Lender if the exercise is prohibited by rederal law as of the date of this Security Instrument

If Lender exercises such option to accelerate 4 erger shall give Borrower notice of acceleration. The Notice shall provide a period of not less than that's days from the date the nonce widelivered or mailed within which the Borrower must pay all the sums secured by this Security Instrument. If Borrower fails to pay these senis prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice for demand on Borrower.

Notwithstanding a sale of transfer Borrower will continue to be obtained under the Note and this Security Instrument unless Lender has released Borrower in writing

LOAN CHARGES

If the foan secured by the Security Instrument is subject to a law which se's maximum loan charges, and that law is finally interpreted so that the interest or other four charges collected or to be collected in conjection with the loan exceed permitted limits, then (1) any such four charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted hims will be refunded to portower. 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 under the Note.

By Signing Billow, Borrower accepts and infect to the terms and covenants contained in this Adjustable Plate Rider.

Comare (Scal) Three Holson Borrower NINCI HUSSON Borrower