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AFTER RECORDING MAIL TO:

WESTAMERICA MORTGAGE COMPANY

DEPT-01 RECORDING 437.50
T00009 TRAN 1354 03/12/96 15:21:00
43408 & RH *-96-188919
COOK COUNTY RECORDER

845 160 MIDWEST ROAD
OAKBROOK TERRACE, IL. 60181

AP# 00100309-50
LN# 00100309-50

[Space Above This Line For Recording Data]

STATE OF ILLINOIS

FHA MORTGAGE

FHA CASE NO.

131:8204990-734

This Mortgage ("Security Instrument") is given on March 11, 1996. The Mortgagor is RENE CAMPOS and DINA CAMPOS, HUSBAND AND WIFE

1st AMERICAN TITLE order # CB91984 2804

whose address is 150 BRITTANY DRIVE, STREAMWOOD, IL 60107 ("Borrower"). This Security Instrument is given to ASTOR MORTGAGE CORPORATION

OF ILLINOIS which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is 1050 W. HIGGINS ROAD, HOFFMAN ESTATES, IL 60195

("Lender").

Borrower owes Lender the principal sum of One Hundred Eight Thousand One Hundred Dollars and no/100 Dollars

(U.S. \$108,100.00). 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 April 1, 2026. This Security Instrument secures to Lender: (a) the repayment 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 6 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 14-E, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SUSSEX SQUARE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT 88319854, AS AMENDED FROM TIME TO TIME, IN PARTS OF SUSSEX SQUARE UNIT 1 AND UNIT 2 SUBDIVISION, BEING SUBDIVISION IN PART OF THE SOUTHEAST 1/4 OF SECTION 22 AND THE NORTHEAST 1/4 OF SECTION 27, ALL IN TOWNSHIP 41 NORTH, RANGE 9, EAST *

which has the address of 150 BRITTANY DRIVE, STREAMWOOD (STREET) (CITY)

Illinois 60107 ("Property Address");

(ZIP CODE)

*OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

FHA ILLINOIS MORTGAGE FORM
ISC/FMDTIL/0395(0395)-L

PAGE 1 OF 7

FHA CASE NO. 131:8204990-734

TAX# 06-27-216-009-10916

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FHA CASE NO. 131:8204990-734
5/95

PAGE 2 OF 7

ILLINOIS MORTGAGE FORM
ISC/FM/TTL/0595(0595)-L

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:
FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).
If the amounts held by Lender for Escrow items exceed the amounts permitted to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow items when due, Lender may notify the Borrower and require Borrower to make up the shortage or deficiency as permitted by RESPA.

Lender may, at any time, collect and hold amounts for Escrow items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq., and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.
Lender may, at any time, collect and hold amounts for Escrow items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq., and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.
are called "Escrow items" and the sums paid to Lender are called "Escrow Funds."
amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the Urban Development ("Secretary"), or in any year in which such premium would have been required if in any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold monthly payment, together with the principal and interest as set forth in the Note and any late charges, a 2. Monthly Payments of Taxes, Insurance, and Other Charges. Borrower shall include in each and interest on, the debt evidenced by the Note and late charges due under the Note.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
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.
TOGETHER WITH all the improvements now or hereafter erected 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."

LN# 00100309-50

AP# 00100309-50

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AP# 00100309-50

LN# 00100309-50

THIRD, to interest due under the Note;
FOURTH, to amortization of the principal of the Note;
FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

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10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and

a mortgage insurance premium to the Secretary.
be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit
be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not
from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall
Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A
written statement of any authorized agent of the Secretary dated subsequent to

60 DAYS
60 DAYS
from the date hereof, Lender may, at its option and notwithstanding anything in
secured thereby not be eligible for insurance under the National Housing Act within
(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the note
permitted by regulations of the Secretary.

foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not
will limit Lender's rights, in the case of payment default, to require immediate payment in full and
(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary
subsequent events.

(e) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in
full, but Lender does not require such payments, Lender does not waive its rights with respect to
approved in accordance with the requirements of the Secretary.

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or
sold or otherwise transferred (other than by devise or descent) by the Borrower, and
(i) All or part of the Property, or a fractional interest in a trust owning all or part of the Property, is
Instrument if:

approval of the Secretary, require immediate payment in full of all the sums secured by this Security
(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior
contained in this Security Instrument.
(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations
Instrument prior to or on the due date of the next monthly payment, or

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security
Instrument if:
(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of
payment default, require immediate payment in full of all sums secured by this Security Instrument
if:
9. **Grounds for Acceleration of Debt.**

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.
7. **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 place
of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the
indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such
proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any
delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal.
Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly
payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess
proceeds over an amount required to pay all outstanding indebtedness under the Note shall be paid to the
entity lawfully entitled thereto.

and be secured by this Security Instrument. These amounts shall bear interest from the date of
disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.
Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower
7. **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 place
of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the
indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such
proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any
delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal.
Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly
payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess
proceeds over an amount required to pay all outstanding indebtedness under the Note shall be paid to the
entity lawfully entitled thereto.

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reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

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ISC/FMD/TL/0595/(0595)-L

PAGE 6 OF 7

FHA CASE NO. 131:8204990-734
5/95

(SEAL) BORROWER

(SEAL) BORROWER

(SEAL) BORROWER

(SEAL) BORROWER

RENE CAMPOS
DINA CAMPOS

Witnesses:

BY SIGNING BELOW, Borrower agrees and agrees to the terms contained in pages 1 through 7 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Planned Unit Development Rider
 Condominium Rider
 Graduated Payment Rider
 Growing Equity Rider
 Adjustable Rate Rider (Arm) Other [Specify]

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 this Security Instrument as if the rider(s) were in amend and supplement the covenants and agreements of this Security Instrument. [Check applicable box(es)].

19. **Waiver of Homestead.** Borrower waives all rights of homestead exemption in the Property.
17. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
18. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

AP# 00100309-50

LN# 00100309-50

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Property of Cook County Clerk

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AP# 00100309-50

LN# 00100309-50

STATE OF ILLINOIS

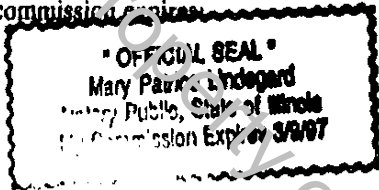
Cook County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that RENE CAMPOS and DINA CAMPOS, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of March 1996,

My commission expires:



Mary Patricia Lindgard
Notary Public

This instrument was prepared by: WESTAMERICA MORTGAGE COMPANY
Address: 1 S. 660 MIDWEST ROAD
OAKBROOK TERRACE, IL. 60181

COOK County Clerk's Office

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FHA CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 11th day of March, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to ASTOR MORTGAGE CORPORATION OF ILLINOIS

("Lender") of the same date and covering the property described in the Security Instrument and located at:

150 BRITTANY DRIVE, STREAMWOOD, IL 60107

[PROPERTY ADDRESS]

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

SUSSEX SQUARE

[NAME OF CONDOMINIUM PROJECT]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("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. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument 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 and of any loss occurring from a hazard. 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 condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.

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PAGE 2 OF 2

FHA CASE NO. 131:8204990-734
4/92

Property of Cook County Clerk's Office

(SEAL) BORROWER

(SEAL) BORROWER

(SEAL) BORROWER
DINA CAMPOS

(SEAL) BORROWER
RENE CAMPOS

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Condominium Rider.

C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Paragraph C 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.

LN# 00100309-50

AP# 00100309-50

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