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RECORD AND RETURN TO:
HOME FAMILY MORTGAGE CORP.
1307 BUTTERFIELD RD. SUITE 400
DOWNERS GROVE, IL 60515

97147408

Prepared by:

DEPT-01 RECORDING \$37.00
T#0012 TRAN 4195 03/04/97 15:41:00
#9047 + CG *-97-147408
COOK COUNTY RECORDER

6131636

MORTGAGE

3/10/97
AT

THIS MORTGAGE ("Security Instrument") is given on **February 25, 1997**. The mortgagor is
WAYNE E. MITCHELL, A BACHELOR

("Borrower"). This Security Instrument is given to
HOME FAMILY MORTGAGE CORP.

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose
address is **1307 BUTTERFIELD RD. SUITE 400, DOWNERS GROVE, IL 60515**
("Lender"). Borrower owes Lender the principal sum of
Ninety One Thousand Eight Hundred Dollars and no/100

Dollars (U.S. \$ 91,800.00).

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 **March 1 2027**.
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:

SEE ATTACHED SCHEDULE "A"

97147408

Parcel ID #: *11-11-100-000*
which has the address of **900 W. LAKESIDE PLACE #1 CHICAGO**
Illinois 60640 [Street, City],
[Zip Code] ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 8/98

VMP-2008(L) 9608

Printed on Recycled Paper

Page 1 of 6

VMP MORTGAGE FORMS • 1800/521-7291



BOX 333-CTI

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Barrower 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) consents 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 (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 attach prior to or after recording of the lien, Lender may exercise its rights under this provision.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. **Chargers; Liens.** Borrower shall pay all taxes, assessments, charges, liens and impositions attributable to the Property to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by [REDACTED] under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts paid by [REDACTED] under paragraph 2;

of the Proliferating; some apply only to units now by general use while others to applications of some as a general measure, such as vaccination.

Upon payment in full of all sums secured by this Security Instrument, Lender shall release the power to Borrower.

twelve monthly payments, at Lender's sole discretion.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. Lender held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in a more than

debt in to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

The Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower a one-time charge for interest on the Funds and applies such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires payment to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds borrowed and Lender may agree in writing, however, that interest 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

lender may estimate the amount of cash due on the basis of current data and reasonable estimates of expenditures of trustee or otherwise in accordance with applicable law.

19.4 as amended from time to time by the U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan in my capacity as escrow agent under the federal Real Estate Settlement Procedures Act of 1974 as amended (hereinafter referred to as "RESPA").

if any); (e) years) coverage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."

and assessments which may allow a claim priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments

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") for: (a) yearly taxes

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited and will defend generally the title to the property against all claims and demands, subject to any encumbrances or record.

BORROWER COVENANTS shall Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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."

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying 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 at any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

13. 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 loan exceeded the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to the permitted limits; and (c) any sums already collected from Borrower which exceed permitted limits will be made available to make up the difference between the amount collected and the amount which would have been collected if the charge loan did not exceed the permitted limits.

11. 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 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 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.

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.

If the Property is abandoned by Borrower or it, after notice by Lender to Borrower that the condominium offers to make 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, in its option, either to restoration of repair of the Property or to the sum

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 due whether or not the ~~Property~~ is sold, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the ~~Property~~ immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, the market value of the ~~Property~~ immediately before the taking plus the amount of 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, divided by (b) the fair market value of the ~~Property~~ immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the ~~Property~~ immediately before the taking is less than the amount of the sums secured by this Security Instrument, unless Borrower and Lender agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are due.

16. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with a condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, shall be paid to []

9. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

obtain coverage equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternative mortgage insurer approved by Lender, subject to Lender's equity participation in the insurance coverage as set forth above. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower which covers the insurance coverage period. The monthly payment shall be paid by Borrower when paid by Lender or received by Lender, in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance premiums paid by Borrower which covers the insurance coverage period. In effect, Lender may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period provided) is no longer required, to provide coverage in accordance with any written agreement between Borrower and Lender or applicable law.

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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 right 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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My Community Projects 6-11-2000
Nataly Peralta, Student of MHS
Sharing A Dream

Nancy Public

6-11-2020

My Commission Expenses:

subscribed to the foregoing instrument, appowers me this day in person, and acknowledges that he/she is the same person(s) whose name(s) appears above.

STATE OF ILLINOIS,
LUDOVICUS COUNTY, SSI
THE UNDERSIGNED,
, a Notary Public in and for said county and state do hereby certify
WAYNE E. MITCHELL, A BACHELOR

WAYNE E. MICHELL, A BACHELOR - Borrower
(Seal) (Seal)

-Bertmeyer
-OK
(Seal)

Witnesses:
Bottower
(Seal)

<input checked="" type="checkbox"/> Adelisatable Ballot Rider	<input type="checkbox"/> Graduated Paymetn Rider	<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> VA Rider
<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Other(s) [specify]
<input type="checkbox"/> 1A Family Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Second Home Rider	

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

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STREET ADDRESS: 900 W. LAKESIDE PLACE

UNIT 1

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

UNIT 1 IN THE 900 LAKESIDE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 11 IN HERDIEN, HOFFMAN AND CARSON'S SUBDIVISION OF THE SOUTH 6 ACRES OF THE NORTH 10 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT NO. 96828088, AND AS AMENDED BY DOCUMENT 97070484; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF P-1 AND S-1, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 96828088, AND AS AMENDED BY DOC 97070484.

97070488

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 25th day of February, 1997
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

HOME FAMILY MORTGAGE CORP.

(the "Lender")

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

900 W. LAKESIDE PLACE #1, CHICAGO, IL 60640

[Property Address]

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

900 LAKESIDE CONDOMINIUM

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project
(the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the
Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of
Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security
Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the
Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any
other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other
equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the
Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance
carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which
provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including
fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of
one-twelfth 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.

3140 9/90

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GRANTOR'S
SealBorrower
(Seal)Borrower
(Seal)Borrower
(Seal)Borrower
(Seal)

WAYNE E. MICHELLI, A BACHELOR

BY SIGNING BELOW, Borrower accepts to the terms and provisions contained in this Condormium Ride.

F. Remedies. If Borrower does not pay condorminium dues and assessments when due, then Lender may pay mail-invoice by the Owners Association unacceptable to Lender.

(v) Any action which would have the effect of rendering the public liability insurance coverage Association; or

(vi) termination of professional management and assumption of self-management of the Owners benefit of Lender;

(ii) Any amendment to any provision of the Constituent Documents if the provision is for the express taking by condominium or eminent domain;

(i) the abandonment or termination of the Condormium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a

written consent, either partition or subdivision the Property or consent to E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Covenant 10.

Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to