

UNOFFICIAL COPY

97297631

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage
Corporation
4242 N. Harlem Avenue
Norridge, IL 60634

AP# GRADY, J5622832
LN# 5622832

DEPT-01 RECORDING \$41.00
T40012 TRAN 4874 04/29/97 14:31:00
\$2279 + ER *-97-297631
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 15, 1997. The mortgagor is Jane C. Grady and Alan J. Pulaski, Husband and Wife

("Borrower"). This Security Instrument is given to Mtg Funding Consultants, Inc, An Illinois Corporation, which is organized and existing under the laws of the State of Illinois, and whose address is 111 E. CHESTNUT SUITE 39A, CHICAGO, IL 60611 ("Lender"). Borrower owes Lender the principal sum of Seventy Four Thousand Dollars and no/100 Dollars (U.S. \$ 74,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2012. 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.

BOX 333-CTI

,
,

which has the address of 801 S Wells St. #201
(STREET)

Chicago
(CITY)

Illinois 60607 ("Property Address");
(ZIP CODE)

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL/0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90

UNOFFICIAL COPY

FORM 3014 8/80

ILLINOIS-SINGLE FAMILY-FNMA/FHLIC UNIFORM INSTRUMENT
ISCB/CMDTL//0894-3014(0980)-L PAGE 2 OF 6

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. If the amount of the Funds held by Lender 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 no more than twelve months, at Lender's sole discretion.

2. Funds for Tax 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 this Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may accrue after this Secuity instrument as a lien on the property; (b) yearly household payments on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph B, in lieu of the payment of mortgage insurance premiums. These terms are called "Secury items". 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 may require for Secury items under the Federal Real Estate Settlement Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), provided 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 estimate the amount of Funds due in 11 weeks of current data and reasonable estimate of expenses or otherwise Escrow items in accordance with applicable law.

1. Payment of Principal and interest; Prepayment and Late Charges. Borrower shall promptly pay when due, "A principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

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

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

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 additions, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additio-

UNOFFICIAL COPY

AP# GRADY, J5622832

LN# 5622832

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 (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 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.

UNOFFICIAL COPY

FORM 3011 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
PAGE 4 OF 8
19C/CMDTL/0894/3014(0990)-L

6. Occupation; Possession, Maintenance and Protection of the Property; Borrower's leasehold interest in the property, which consists of the real estate 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 hall not be unreasonable, whether civil or criminal, is begun that in lender's good faith determines exists which are beyond Borrower's control. Borrower shall not destroy, damage or injure the property, allow the property to deteriorate, or commit waste on the property. Borrower shall be liable for any forfeiture action or proceeding the court may cause materially impair the lender's security interest or lender's right to repossess the property, as well as any judgment could result in forfeiture of the property or otherwise materially impair the lender's right to repossess the property, unless lender has been given notice of the property's condition or other wise agrees in writing, which hall not be unreasonable, whether civil or criminal, is begun that in lender's good faith determines exists which are beyond Borrower's control. Borrower shall not destroy, damage or injure the property, allow the property to deteriorate, or commit waste on the property. Borrower shall be liable for any forfeiture action or proceeding the court may cause materially impair the lender's security interest or lender's right to repossess the property, as well as any judgment could result in forfeiture of the property or otherwise materially impair the lender's right to repossess the property, unless lender has been given notice of the property's condition or other wise agrees 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 violates any provision of this Agreement, or if any sum becomes due and payable, or if any amount disbursed by lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument, unless Borrower agrees to the Note rate and shall be payable, with amounts shall bear interest from the date of disbursement at the Note rate terms of payment, unless secured by the mortgage insurance premium required to maintain the loan insurance in effect, it shall pay the mortgage insurance premium being paid by lender each month a sum equal to one-twelfth of the yearly mortgage coverage in effect, or if no coverage is available, until the requirement for mortgage ends in accordance with any written agreement between Borrower and lender or applicable law.

8. Mortgage Insurance. If lender or its agent may make reasonable entries upon and inspectioins of the property, Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspectioins of the property, Lender shall provide for an insurance policy in the amount of the principal balance of the mortgage, plus interest, taxes, insurance premiums, attorney fees and other expenses, including recording fees and attorney fees and other expenses, upon notice from lender to Borrower requesting payment, with interest accruing from the date of disbursement at the Note rate and shall be payable, unless secured by the mortgage insurance premium required to maintain the loan insurance in effect, it shall pay the mortgage insurance premium being paid by lender each month a sum equal to one-twelfth of the yearly mortgage coverage in effect, or if no coverage is available, until the requirement for mortgage ends in accordance with any written agreement between Borrower and lender or applicable law.

10. 97297631

UNOFFICIAL COPY

AP# GRADY, J5622832

LN# 5622832

10. 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 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, 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, 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 immediately before the taking, unless Borrower and Lender otherwise 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 then due.

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.

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 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 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.

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 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.

67297631

UNOFFICIAL COPY

ILLINOIS-SINGLE FAMILY-FNMA/FHLBC UNIFORM INSTRUMENT
FORM 301A 9/90

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 that is in violation of any Environmental Law, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law.

18. **Sale of Note; Change of Lender or a Parallel Interester 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 "Lender Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lender Servicer unrelated to a sale of the Note. If there is a change of the Lender Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The name and address of the new Lender Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Interest in any time prior to the earlier of: (a) 6 days (or such other period as applicable law may specify for remittances); or (b) entry of a judgment pursuant to any power of sale contained in this Security Instrument; or (c) payment of all sums which would be due under this Security Instrument and the Note as if no acceleration had occurred; (d) cures any default of this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument; and the sum secured by Borrower's obligation to pay the security interest in full.

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

14. 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, notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice shall be given by first class mail to Lender's address provided for in this Security Instrument or by notice to Lender rendered 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.

UNOFFICIAL COPY

AP# GRADY, J5622832

LN# 5622832

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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. 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))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | <input type="checkbox"/> IHDA Rider | |

97297631

UNOFFICIAL COPY

FORM 3014 9/90

PAGE 8 OF 8

19C/CMDTL/0894/3014(0990)-L

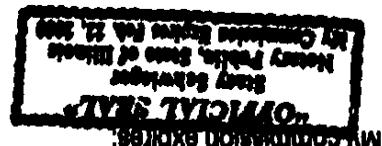
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

Norridge, IL 60634

Address: 4242 N. Harlem Avenue

This instrument was prepared by: Vito Lettu S.

Notary Public



My commission expires:

Given under my hand and official seal, this 15th day of April, 1991.

I, the undersigned, a Notary Public in and for said county and state do hereby certify that
the instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, to the uses and purposes therein
described, and known to me to be the same person(s) whose name(s) are subscribed to the foregoing
instrument, respectively known to me to be the same person(s) whose name(s) are subscribed to the foregoing

Instrument, and for said county and state do hereby certify that
Jane C. Grady and Alan J. Pulaski
County of Cook, State of Illinois

STATE OF ILLINOIS

(Space Below This Line For Acknowledgment)

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

Witnesses:
Although 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it,
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1

LN# 5622832

AP# GRADY, J5622832

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007545322 DB
STREET ADDRESS: 801 S. WELLS ST. UNIT 201
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 17-16-410-001-0000

LEGAL DESCRIPTION:

UNIT 201 IN PAPER PLACE LOFTOMINIUM, A CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 3, 4, 9 AND THE NORTH 1/2 OF LOT 10 IN PARKER AND OTHERS SUBDIVISION OF BLOCK 103 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 97248157; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

97248157

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LOAN NO. 5622832

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 15th day of April, 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 Mtg Funding Consultants, Inc., An Illinois Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

801 S Wells St. #201, Chicago, IL 60607
[Property Address]

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

PAPER PLACE CONDOMINIUMS

[Name of Condominium Project]

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

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

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

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

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance 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.

UNOFFICIAL COPY

Revised 8/91
FORM 31A 8/80

MULTISTATE COMMUNIUM RIDER-SINGLE FAMILY-FMLIC INFORMATION INSTRUMENT
PAGE 2 OF 2
ISG/CRD-//0302/3140(09-80)-L

97297631

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

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

F. ⁽ⁱ⁾ ~~meidle~~, If Borrower does not pay Communiuum 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.

(ii) Any action which would have the effect of rendering the public liability insurance coverage
unavailable by the Owners Association unacceptable to Lender.

(iii) Termination of professional management and assumption of self-management of the Owners
Association; or

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

(v) The abandonment of termination or abandonment of a
termite infestation required by law in the case of substantial destruction by fire or other causality or in the case of a
termite infestation required by termination or abandonment of the Communiuum Project, except for abandonment or
abandonment of the property or subdilition of the property or consent to:

(i) The abandonment of termination or abandonment of the Communiuum Project, except for abandonment or
abandonment of the property or subdilition of the property or consent to:

(ii) The abandonment of termination or abandonment of the Communiuum Project, except for abandonment or
abandonment of the property or subdilition of the property or consent to:

(iii) The abandonment of termination or abandonment of the Communiuum Project, except for abandonment or
abandonment of the property or subdilition of the property or consent to:

(iv) The abandonment of termination or abandonment of the Communiuum Project, except for abandonment or
abandonment of the property or subdilition of the property or consent to:

LOAN NO. 5822832