97374198

97 MAY 29 3411: 26

COOK COUNTY. RECORDER JESSE WHITE ROLLING MEADOWS

RECORDING 39.00 0.50 MAIL 97374198

Prepared, by WESTAMERICA MORTGAGE COMPANY 1 S 660 MILLEST ROAD DAKBROOK TERRACE, IL 60181

State of Missols

LOAN NO. 00109670-50

MORTGAGE

PHA Cest No

131:8652505-734

THIS MORTGAGE ("Security Instrument") is given on May 19. 1997
The Mortgagor is PHILIP C. SHAW, JR. and BYRBARA J. SHAW. HUSBAND AND WIFE OUNTY COPYS

("Borrower"). This Security Instrument is given to VANTAGE MORTGAGE SERVICES INC.

THE STATE OF ILLINOIS organized and existing under the laws of Whose address :- 11 H. ARLINGTON HTS. RD. ARLINGTON HEIGHTS. IL 60004

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

One Hundred Mineteen Thousand Two Hundred Fifty Dollars and Zero Cents

Dollars (U.S. \$

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for asouthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2027. This Socurity 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

PRA Blants Murtyage - 476 ELF-48(E.) 1984

ELECTRONIC LARER PORMS: PIC - 48TO 327-68-65

which is

LOAN NO. 00109670-50

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 the Lender the following described property located in

UNIT NO. 16-1 IN TOWNHOMES OF BRIGHT RIDGE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS 1 BRIGHT RIDGE SUPPLYISION IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23. TOWNSHIP 41 NORTH, RANGE 10. EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DECUMENT NO. 85071143 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY. ILLINOIS.
P.1.N. #07-23-102-018-1049

which has the address of

127 BRIGHT RISCE DRIVE.

SCHAUMBURG

Ulinois

60194

(Zip Code) ("Proposity Additions");

(Street, City).

TOGETHER WITH all the improvements now or hearther erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

Bottower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

- 1. Physicent 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.
- 2. Monthly Payment of Taxis, Insurance and Other Charges. Borrower shall include in electmonthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Orban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a som for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow hems" and the sums paid to Lender are called "Escrow Funds."

PHA Cam No. 131:8652505-734

QJ-QQJ mm

Per 2 of 1

97374198

-P5

LOAN NO. 00109670-50

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. Section 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.

If the projunts held by Leader for Encrow heres exceed the amounts permitted to be held by RESPA. Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify the Borrower

and require Borror er to make up the shortage as permitted by RESPA.

The Escrow Fundance pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Ericles the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all enstallment items (a), (b), and (c) and any mortgage insurance premium installment that Leader has not become obligated to pay to the Secretary, and Leader shall promptly refund any excess funds to Bo rower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's expunt shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payme'rs under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium & to paid by Lender to the Secretary or to the monthly

charge by the Secretary instead of the monthly more insurance premium; Second, to any taxes, special assessments, leasebold payments or ground rents, and fire, flood and other bazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure 27 in provements on the Property, whether now in existence or subsequently erected, against any hazards, estuariza, and contingencies, including fire, for which Leader requires insurance. This insurance shall be many ained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements so 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 only 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 national of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorised and directed to make payment for such loss directly to Leader, instead of to Borrower and to Leader jointly (A)! 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.

PHA Cust No. 131 8652505-734

CLF-RILL MAN

Page 3 of 8

97374198

LOAN NO. 00109670-50

- 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 Socurity Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrewer's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Leader of any extensiting circumstances. Borrower shall not commit waste or destroy, dealer, or substantially change the Property or allow the Property to deteriorate, reasonable wear and test except at Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender (up such 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 (A statements to Lender (or failed to provide Lender with any material information) in connection with the losh evic seed 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 use provisions of the lease. If Borrower acquires fee title to the Property, the leanehold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 6. Condemnation. The proceeds (4 an) award or claim for damages, direct or consequential, in connection with any condemnation or other tehing of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and stall be paid to Lender to the extent of the full amount of the indebtedness that remains uspeid 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 delimpient 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 indet offices under the Note and this Socurity instrument shall be paid to the entity legally entitled thereto.

7. 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 a 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 soll promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, in 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 Calculator, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is not assure to protect the value of the Property and Lender's rights in the Property, including payment of tanks, exceed insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrowe, 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.

Borrower shall promptly discharge any lies which has priority over this Socurity instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lies in a manner acceptable to Lender; (b) contests in good faith the lies by, or defends against enforcement of the lies in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lies; or (c) tecures from the holder of the lies an agreement satisfactory to Lender subordinating the lies to this Security Instrument. If Lender determines that any part of the Property is subject to a lies which may attain priority over this Security Instrument, Lender may give Borrower a action identifying the lies. Borrower shall satisfy the lies or take one or more of the actions set forth above within 10 days of the giving of notice.

PHA CHE No. 131:8652505-734

ELF-48(%) com

Page 4 of 5

9737**41**98 — R

LOAN NO. 00109670-50

- \$. Fors. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
 - (a) Default. Leader may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Norrower defaults by failing to pay in full any monthly payment required by this Security two wheek prior to or on the due date of the next monthly payment, or
 - (ii) domover defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Victorial Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the (ar.)-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approva? of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transfer of other than by devise or descent), and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the regardeness of the Secretary.
 - (c) No Walver. If circumstances occur 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 subsequent events.
 - (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment offerlis, to require immediate payment in full and foreclose if not paid. This Security Instrument does of authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
 - (e) Mortgage Not Insured. Borrower agrees that if this security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof. Lender may, at its option, require tramediate payment in felt of all sums secured by this Security Instrument. A written statement of any authorized agent of the Schretzry dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the forego on this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender, a failure to remit a mortgage insurance premium to the Secretary.
- 10. Relustatement. 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 reasonable and customary attorneys' form 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.
- II. Borrower Not Released; Forbearance By Lender Not a Walver. 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

Per 3 4 8

FRIA Com No. 131:8652505-734

ELF-40(E) ###

97374198



LOAN NO. 00109670-50

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 forbestance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of my right or remedy.

- 12. Successors and Assigns Bound; John and Several Liability; Co-Signers. The rovenants and agreements of the 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 do rower 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 more 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 small 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 small 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 with 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 rise Note and of this Security Instrument.
- 16. Hazardous Substances. Rorrower shall not cause or permit the presence, use, air osal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, air alsow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The proceeding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of reast-times. Substances that are generally recognized to be appropriate to normal residential uses and to mainte unco.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawreit or one 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 matherity, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "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 petroleum and herbicides, volatile solvents, materials containing asbestos or formaldebyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

PHA Case No. 131:8652505-734 \$15-48(81) 4000

Name of S

97374199



LOAN NO. 00109670-50

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the tents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the years 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 rems and revenues of the Property as trustee for the beaufit of Lades and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gir ex notice of breach to Bostower: (a) all rents received by Bostower shall be held by Borrower as trusted on benefit of Lender only, to be applied to the nums secured by the Security Instrument; (b) I ender then be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall gog all rents due and unped to Londor or Londor's agent on Londor's written

demand to the tenant.

Borrower has not executed by prior assignment of the rems and has not and will not perform any act

that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to war 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 Leader. This assignment of resist of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreciseure Procedure. If Lender require, impariente psyment in full under paragraph 9, Leader may foreclase this Security Sustrament by Justicial proceeding. Leader shall be entitled to collect all expenses incurred in purraing the remedies provised in this paragraph 18, including, but not limited to, reasonable attorneys' feet and costs of title evidence.

If the Lender's interest in this Security Instrument is helding the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the analysical power of sale provided in the Single Family Mortgage Foreclosure Act (£1994 ("Act") (12 U.S.C. 3751 of seq.) by requesting a foreclosure commissioner designated under for Act to commence foreclosure and to adil the Property or provided in the Act. Nothing in the proceding restance shall be acted to the proceding restance of the proceding deprive the Secretary of any rights otherwise available to a Lender many this paragraph 18 or applicable law.

- 19. Referee. Upon payment of all sums secured by this Security Instrument, Lender (half-release this Security Instrument without charge to Borrower. Borrower shall pay any recordation cons.
 - 26. Walver of Bomestead. Borrower waives all right of homestead exemption in the Property
- 21. Riders to this Security fautrument. If one or more riders are executed by Borrower and recorded together with this Security fustrament, the covenants 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)].

Condominium Rider	Adjustable R	tate Rider Othe	Other (specify)	
Munood Unit Development Rider	Graduated Payment Rider			
PHA Case No. 131:8652505-734	Page 7 of 6	97374198	_7	

LOAN NO. 00109670-50

BY SIGNING BELOW, Borrower accepts and a and in any rider(s) executed by Borrower and records Witnesses:	grees to the terms contain I with it.	rd in this Security (Instrument
	PHILIP C. SHAL	377. 1. 18. j	(Scal) Borrower
	BARBARA 3. SAP	y liant	(Scal) -Bicrover
(Scal		-	(Seal) Borrower
	·	- 	(Scal) Bonovei
			(Scal)
STATE OF ILLINOIS,		Donal	County so:
PHILIP C. SHAW, JR. and BARBARA J. SH	aw, husband and wi	FE 77'S	
personally known to me to be the same person(s) whose person before me this day in person, and acknowled astrument as their free and voluntary act, for a Given under my hand and official seal, this	nico nun Cimina Ne mes and purposes dien	e foregoing instruct d and delivered the rin act forth. 247 - 1997	nen.
dy Commission Expires: #htil48.4499	Sal	ck_	·
J SCHILLKE J SCHILLKE YO'ARY PUBLIC STATE OF ILLINOIS YY COMMISSION EXPIRES 4/21/2000	17374198	PHA Case No.	
the state of the s	,,o,44190	131:8652	505-734

FHA Case No. 131:8652505-734

CONDOMINIUM RIDER

May1997 THIS CONDOMINATUM RIDER is made this 19th day of and is shoorporated into well shall be deemed to amend and supplement the Mortgage, Dood of Trust or Security Deed ("Security Pustrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to VANTAGE MORTGAGE SERVICES INC.

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

127 BRIGHT RIOGE DRIVE, SCHAUMBURG, IL 60194

(Property Address)

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

(Name of Condominate 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 descript 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 and agreements and agreements

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, i "master" or "blanker" policy insuring all property subject to the condominism documents. including all improvements now existing or hereafter erected on the Property, and sock 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, so 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 97374198

FRA Multistate Cond.

TLF-504 MOI

ELECTRONIC LASER MIRNS, INC., 48th 127-840

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 all dues and assessments imposed pursuant to the legal

ing to nexts creating and governing the Condominium Project.

C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay Cor. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borower secured by the Security Instrument. Unless Borrower and Lender agree to other terral of propert, these amounts shall bear interest from the date of disburgement at the Note rate and shall be payable, with interest, upon notice from Lender to Botrower

tequenting payment.

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

	PHILLIP C. SHAW, JOS	R(Scal)
	Seal Single SHAN	
	(Stal)	
· 	(Stal) -Bortower	(Seal)
#-506 retu	Physic 2 of 3	750