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Page 1 of 10

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Cook County Recorder

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Permanent Index Number: 03304140171069

Prepared by:

Middleberg Riddle & Gianna
2323 Bryan Street
Suite 1600
Dallas, Texas 75201

Return to:

ACCUBANC MORTGAGE CORPORATION
P.O. BOX 809068
DALLAS, TEXAS 75280-9068

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

(Space Above This Line For Recording Data)

Loan No: 08689545

Data ID: 579

Borrower: JENNIFER E. KUEHN

FHA Case No.
131-9015561 734

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 29th day of January, 1998.
The mortgagor is JENNIFER E. KUEHN, AN UNMARRIED WOMAN

("Borrower").

This Security Instrument is given to ACCUBANC MORTGAGE CORPORATION, A CORPORATION, which is organized and existing under the laws of the State of TEXAS, and whose address is 12377 MERIT DRIVE, #600, P.O. BOX 809089, DALLAS, TX 75251

("Lender").

Borrower owes Lender the principal sum of **SEVENTY-FOUR THOUSAND 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 February 1, 2028. 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:

ILLINOIS FHA MORTGAGE

10/98

(Page 1 of 7 Pages)



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Page 2 of 7 Pages

10/96

mortgage insurance premium.
disbursement before the Borrower's payments are available in the account may not be based on amounts due for the time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursement of 1974, 12 U.S.C. § 2601 et seq., and implements regulations under the Real Estate Settlement Procedures Act of 1974, 24 CFR Part 3500, as they may be amended from time to time, may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act under may, at any time, collect and hold amounts for Escrow items in an aggregate amount not to exceed the "Escrow Items", and the sums paid to Lender are called "Escrow Funds".

amount to be determined by the Secretary. Except for the monthly charge by the Secretary, in a reasonable charge instead of a mortgage insurance premium if this Security instrument is held by the Secretary, or (ii) a monthly charge: (i) a sum for the annual annual mortgage insurance premium to be paid by Lender to the Secretary or (iii) a monthly premium would have been paid if Lender still held the Security instrument, each month shall also include premiums payable in which such insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such insurance premium for insurance required under Paragraph 4, in any year in which the Lender must pay a mortgage and (c) premium for insurance required under Paragraph 4, unless held payments of a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments on the Property, together with the principal and interest set forth in the Note and any late charges, a sum for (a) taxes and payments, together with the principal and interest and other charges. Borrower shall include in each monthly payment, together with the principal and interest and other charges due under the Note.

2. Mortgagor 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.

1. Mortgagor 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.

THIS SECURITY INSTRUMENT COMBINES UNIFORM COVENANTS FOR PRINCIPAL USE AND NON-UNIFORM COVENANTS WITH LIMITED VARIATIONS BY JURISDICTION TO CONSTITUTE A UNIFORM SECURITY INSTRUMENT OVERLY REAL PROPERTY.

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

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, mortgages, leases, easements, fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by the "Property".

Borrower Covenants that Borrower is lawfully entitled to the estate hereby conveyed and has the right to instrument. All of the foregoing is referred to in this Security instrument as the "Property".

fixtures now or hereafter erected on the property, and all easements, appurtenances,

ARLINGTON HEIGHTS,
[City]
[State]

[Zip Code]

ILLINOIS
60005
[Zip Code]

Clerk's Office

which has the address of 346 W. MINKER #3A.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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If the amounts held by Lender for Escrow items 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 are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

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

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

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

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

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

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

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower'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 Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidence by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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7. Changes to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impoundments that are not included in paragraph 2. Borrower shall pay these amounts to make these payments of the payments required by paragraph 2, or fails to perform any other payment in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments required by paragraph 2, or fails to perform any other payment in the Property, which is necessary to pay the amount due under the Note, Lender's obligations on the date directly to the entity which it owned the property. If failure to pay would adversely affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, secured by this Security Instrument. Any amounts disbursed by Lender under this paragraph shall be paid at the option of Lender shall be immediately due and payable.

Borrower shall provide any information requested by the obligee of the Note. (a) contains in good faith the lien by, or defers a sufficient enforcement of the lien in, legal proceedings which in the Lender's opinion affects in writing to the payee of the obligation secured by the Note. (b) contains in agreements in writing to the payee of the obligation secured by the Note. (c) certifies from the holder of the Note that the lien by, or defers a sufficient enforcement of the lien in, legal proceedings which in the Lender's opinion affects in writing to the payee of the obligation secured by the Note.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

Borrower shall satisfy, to the best of its knowledge over this Security Instrument, Lender may give Borrower a notice demanding the Lender to pay in full any monthly payment required by this Security Instrument to a lessor which gave Lender the lien to this Security Instrument. If Lender determines that the Property is subject to a prior lease or other obligation, Lender shall pay the holder of the lease an amount equal to the monthly payment required by this Security Instrument to the lessor.

(i) Borrower defers, by failing, for a period of thirty days, to perform any other obligation contained prior to or on the due date of the next monthly payment, or

(ii) Borrower defers, by failing to pay in full any monthly payment required by this Security Instrument.

(iii) Borrower defers, by failing to pay in full all sums secured by this Security Instrument.

(iv) Borrower defers, by failing to pay in full all sums secured by this Security Instrument if:

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment default, require immediate payment in full of all sums secured by this Security Instrument;

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701-3(d)) and with the prior approval 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 deed, title or interest in a trust owning all or part of the Property,

(ii) The Property is not occupied by the Proprietor, but his or her credit has not been approved in purchase or grants so occupy the Property, as his or her principal residence, or the

(iii) is sold or otherwise transferred (other than by devise or descent). and

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but

borrower with the requirements of the Secretary.

(d) Regulations of HUD Secretary. In many circumstances, Lender does not waive its rights with respect to subsequent events.

(e) Mortgage Note Lapsed. Borrower agrees that if the Security instrument allows the Note to be held, to be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, to be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may determine the date due to Lender's failure to remit a mortgage insurance premium to the Secretary.

Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance declining to insure the Security instrument and the Note, shall be deemed conclusive proof of such unavailability, statement of any authorized agent of the Secretary dated subsequent to 90 days from the date hereof, at its option require immediate payment in full of all sums secured by this Security instrument. A written statement requiring immediate payment in full of all sums secured by this Security instrument to the Secretary, Lender's rights, in the case of payment default, to require immediate payment in full and foreclose if not paid. The Security instrument does not authorize acceleration or foreclosure if not permitted by regulations Lender's rights, in the case of payment default, to require immediate payment in full and foreclose if not paid. The Security instrument does not authorize acceleration or foreclosure if not

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10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

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

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

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. 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 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 pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, 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.

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10/96 (Page 6 of 7 Pages)

10/96

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 rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. The assignment of rents and revenues of the Property as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.
18. Foreclosure Procedure. If Lender receives notice of breach to Borrower, Lender may do so at any time there is a breach. Any application of rents shall not cure or waive any default or violation of remedy of Lender. This assignment of rents of the Property shall not be cured upon, take control of or maintain the Property before or after giving notice to Lender that will not be cured under this paragraph 17.
19. 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 recording costs.
20. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.
21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the convenants of each such rider shall be incorporated into and shall amend and supplement the covenants of this Security Instrument, if any of the riders(s) were a part of this Security Instrument. Check the applicable box(es).
 - Condominium Rider
 - Growing Equity Rider
 - Planned Unit Development Rider
 - Graduate Payment Rider
 - Other [Specify]

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

JENNIFER E. KUEHN.....(Seal)

JENNIFER E. KUEHN - Borrower

[Space Below This Line For Acknowledgment]

State of ILLINOIS

County of COOK

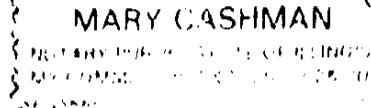
§

The foregoing instrument was acknowledged before me this 29 day of July, 1998, by
JENNIFER E. KUEHN, a single woman

Mary Cashman

Notary Public

MARY CASHMAN (Printed Name)



My commission expires: 13/2/00

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Property of Cook County Clerk's Office

UNIT NO. 346-3A TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT IN THE COURTYARD CONDOMINIUMS OF LOTS 1, 2 AND 3 AND THE EAST 30.96 FEET OF THE SOUTH 333.47 FEET OF LOT 4 ALL IN UNDERHILLS ADDITION IN THE TOWN OF DUNTON, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND PLAT OF SURVEY ATTACHED THERETO AS EXHIBIT "A" RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS COOK COUNTY, ILLINOIS, AS DOCUMENT 25110367.

PIN # 03-30-414-017-1069

Loan No. 08689585
Borrower: JENNIFER E. KUEHN

Data ID: 579

FHA Case No.

131-9015561 734

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29th day of January, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date, given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

ACCUBANC MORTGAGE CORPORATION

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

346 W. MINER #3A
ARLINGTON HEIGHTS, ILLINOIS 60005
(Property Address)

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

THE COURTYARDS

Name of Condominium Project

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

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

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

MULTISTATE FHA CONDOMINIUM RIDER

10/95

(Page 1 of 2 Pages)



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10/96 (Page 2 of 2 Pages)

MULTISTATE FHA CONDOMINIUM RIDER

JENNIFER E. KUEHN - Borrower
(Seal)

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

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

B. Borrower promises to pay all dues and assessments imposed pursuant to the legal
instruments creating and governing the Condominium Project.