

# UNOFFICIAL COPY

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3706/012 30 001 Page 1 of 11  
1998-04-03 13:44:03  
Cook County Recorder 41.00

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage  
Corporation  
1350 E. Touhy Ave. Suite 160W  
Des Plaines, IL 60018

AP# SLUISK, A5773903  
LN# 5773903

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[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 25, 1998. The mortgagor is Arnold L. Slutsky and Michele J. Slutsky, Husband and Wife (11)

("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B., A Corp. of the United States of America, which is organized and existing under the laws of The United States of America, and whose address is 4242 N. Harlem Ave., Norridge, IL 60634 ("Lender"). Borrower owes Lender the principal sum of One Hundred Seventy One Thousand Seven Hundred Dollars and no/100 Dollars (U.S. \$ 171,700.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2013. 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 RIDER FOR LEGAL DESCRIPTION

03-08-201-045-1012 ,

which has the address of

516 Parkview Terrace  
[STREET]

Buffalo Grove  
[CITY]

Illinois 60089

("Property Address");

[ZIP CODE]

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
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BOX 333-CTI

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ILLINOIS-SINGLE FAMILY-FNMA/HLMC UNIFORM INSTRUMENTS  
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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 at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leaseshold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount under the federal Real Estate Settlement Act of 1974 as amended from time to time, 12 accounts or less, ("RESPA"), unless another law that applies to the Funds sets a lesser amount. So, Lender may, at any time, collect and hold Funds in an amount not to exceed the amount set forth in U.S.C. § 2601 et seq. ("RESPA"). Procedures under the Real Estate Settlement Act of 1974 as amended from time to time, 12 accounts or less, govern the collection and holding of such funds.

1. **Principals or Prepayments and Interest.** Prepayments and late charges due under the Note.

UNIFORM COVENANT'S BUDOWSKI AND LEADER COVENANT AND AGREEMENTS.

covertarnets with limited variations by introducing a uniform security instrument covering real 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 title to the Property against all claims and demands, subject to any encumbrances of record.

**TOGETHER WITH** all the improvements now or hereafter granted in the property, and all appendages, fixtures, and structures now or hereafter a part of the property. All improvements shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as "Properties".

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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, 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.

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ILLINOIS-SINGLE-FAMILY-FHLMC UNIFORM INSTRUMENT  
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8. Inspection. Lender or his agent may make reasonable entries upon and inspecting premises of the property. Lender shall give Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium as required to maintain the mortgage insurance in effect; for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage subsequently or to replace it, until the premium for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

7. **Provision of Leander's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Leander's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of his property and Leander's rights in the Property. Leander agrees to pay all costs and expenses of Lender in connection with such action, including attorney's fees and court costs.

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**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.

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**20. Hazards 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 to do anything affecting the Property that is in violation of any Environmental Law. The preceding two statements shall not apply to the presence, use, or storage of small quantities of Hazardous

18. Sale of Note: Change of Note or a partial interest in the Note (together with title security instruments) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and the Security Instrument ("Loan Servicer"), if there also may be one or more changes of title to the Note or the instrument. There also may be one or more changes of title to the Note or the instrument. The Note and the Security Instrument may be sold one or more times without prior notice to Borrower. A sale will also contain any other information required by applicable law.

47. Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment of all sums secured by this Security Instrument, regardless of transfer and be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

48. Lender exercises this action, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument to the exclusion of the period of time.

49. Without further notice or demand on Borrower,

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

16. GOVERNING LAW; SERVICE OF PROCESS. This Security Instrument shall be governed by federal law and the laws of the jurisdiction in which the Property is located. In the event that any provision 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. To the extent permitted by law, the Note and the Security Instrument shall be governed by the laws of the state in which the Note was executed.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless applicable law requires use of another method. Notice shall be directed to the Proprietary Addresses of 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 other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph.

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|---|--|---|--|--|---|--|---|--|------------------------------------|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Partial Unl 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"/> IHD Rider | <input type="checkbox"/> Other(s) [Specify] _____ |
|---|--|---|--|--|---|--|---|--|------------------------------------|---|

24. Rider(s) to this Security Instrument, if one or more riders are exacted by Borrower and recorded together with this Security Instrument, if one or more riders are exacted 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)]

23. Willer of Homestead. Borrower waives all right of homestead exemption in the property.

22. Releasee. Upon payment of all sums secured by this Security Instrument, Lender shall render this security instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Acceleration of remedy: Land or any other property or right to accelerate following 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; (d) that failure to cure the notice is given; (e) a Borrower, by which the default must be cured; and (f) the date security may result in acceleration of the same secured by this Security Instrument, acceleration by judicial proceeding and sale of the property. The notices shall furnish information Borrower of its right to accelerate after acceleration and the right to assess penalties of a default or any other deficiency of Borrower to settle the debt before the date specified in the notice. In this acceleration procedure the notice need not be served personally on the Borrower if the Borrower has been served personally with the summons and complaint in the underlying action. The notice need not be served personally on the Borrower if the Borrower has been served personally with the summons and complaint in the underlying action. The notice need not be served personally on the Borrower if the Borrower has been served personally with the summons and complaint in the underlying action. The notice need not be served personally on the Borrower if the Borrower has been served personally with the summons and complaint in the underlying action.

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

Borrower shall promptly give Landlord written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or party involving the Property and any collection by any governmental or regulatory agency or party involving the Property shall be made in accordance with the terms of this Agreement.

Substances that are generally recognized to be appropriate to harm reduction include sex and to minimize harm.



**RIDER - LEGAL DESCRIPTION**

UNIT 301 IN BUILDING 3 IN THE COVES OF BUFFALO GROVE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN EDWARD SCHWARTZ AND CO'S COVES OF BUFFALO GROVE, BEING A SUBDIVISION OF THAT PART OF THE NORTH 653.45 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE EAST 840 FEET THEREOF, EXCEPT THE NORTH 495 FEET OF THE ABOVE TRACT), ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 1994 AS DOCUMENT 04068268, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 23, 1995 AS DOCUMENT 95196587, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE CMEL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

AP# SLUTSK,A5773903

LN# 5773903

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 25th day of March, 1998, 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 LaSalle Bank, F.S.B., A Corp. of the United States of America (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

516 Parkview Terrace, Buffalo Grove, IL 60089  
[PROPERTY ADDRESS]

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

The Cove of Buffalo Grove Condominium

[NAME OF CONDOMINIUM PROJECT]

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

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

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

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

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

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MULTISTATE CONDOMINIUM RIDEER-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
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-BORROWER  
(SEAL)

-BORROWER  
(SEAL)

-BORROWER  
(SEAL)

-BORROWER  
(SEAL)

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

F. Remedies. If Borrower does not pay condominium 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.

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

(v) Any termination of professional management and assumption of self-management of the Owners Association; or

(vi) any amendment to any provision of the Constitution Documents if the provision is for the express benefit of Lender;

(vii) any amendment or modification of the Constitution Documents if the provision is for the express benefit of Lender;

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

written consent, either partial or subdivisible the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior

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