Illinois - Variable Rate (Open-Euro) NOFFICIAL C 998 70384 03 801 Page 1 of re-8.

1994-02-01 11:40:19 Cook Edunty Recorder

TRUST DEED

Individual Borrower

[] Recorders Box 333

KX1 Mail To:

The Chicago Trust Company Note ID and Release 171 North Clark Chicago, IL 60601

07764059

092-157

This Trust Deed covaries of six pages (6 sheets 1 side). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the borrowers, their heirs, successors and assigns.

, between THIS INDENTURE, made: JANUARY 22, 1999 , HUSBAND AND WIFE MARK B FURSTENAU AND TIFFANY A FURSTENAU herein referred to as "Botrower" and THE CHICAGO TRUST COMPANY, an III nois corporation doing business in Chicago, Illinois, herein referred to as "Trystee," witnesseth:

This Trust Deed secures a revolving line of credit under which advances, payment, and readvances may be made from time to time. The maximum amount of the line of credit, which may be secured at any one time is

1. Legal Description. This document is a decimal trust on real estate located in State of Illinois (called the "Land"). The Land's legal description is:

County.

UNIT SICO-A TOSETHER WITH ITS UNDIVIDED PRECENTAGE INTER ST THE COMMON ELEMENTS IN DIAMONDS OF CAR FOREST ASSOCIATION COMMINISM AS DELIMENTED, AND DEFINED IN THE DECLARATION RECORDED AS DOCTOURT SS100172 AS ASSEDED FROM THE TO TIME IN THE COUTENEST 1/4 OF THE MARTHEST 1/4 OF ESCREEN 16 PORTH. RANGE 13 EAST OF THE TRING PRINCIPAL MERIDIAN, IN LOCK COURTY, ILLINOIS.

PREFARED BY: K Guscoto

28-16-103-062-0000 PIN# 28-16-103-064-1061

2. Definitions. In this document, the following definitions apply.

"Trust Deed:" This document will be called the "Trust Deed".

MARK B FURSTENAU AND TIFFANY A FURSTENAU "Borrower:" will be called "Borrower". HUSBAND AND WIFE

"Holder of the Note:" The legal holder of the Revolving Line of Credit will be alled the "Holder of the Note."

"Agreement:" The Agreement signed by one or more Borrowers and dated the same date as this Trust Deed will be 'Agreement." Under the Agreement, any Borrower signing the Agreement has a revolving line of credit called the "Account." The Agreement allows Borrower to obtain Loan Advances from the Account up to a maximum principal amount of \$5,000.00 , make payments, and obtain readvances. Under the Agreement, I orrower may request Loan Advances from the Holder of the Note at any time until the final due date, shown in section 3 below.

"Property: The property that is described in section 4 is called the "Property.

BOX 333-CTI

UNOFFICIAL COPY

99103421

3. Final Due Date. The scheduled date for final payment of what Borrower owns under the Agreement is 01-27-2014 4. Description of the Property. Borrower gives Holder of the Note rights in the fellowing Property: a. The Land, which is located at (address) 5300 A DIAMOND DR. OAK FOREST, IL 60452 The Land has the legal description shown above in section 1. b. All buildings and all other improvements and fixtures (such as plumbing and electrical equipment) that are now or will in the future be located on the Land. c. All "easements, rights, hereditaments, appurtenances, rents, royalties, and profits" that go along the Land. These are rights in other property that Borrower has as owner of the Land. 5. Variable Rate of Interest. This Trust Deed secures a line of credit that has a variable rate of interest. This means that the interest rate may increase or decrease from time to time, but will not exceed a maximum annual rate of 19.00 percent, as explained in the Agreement. 6. Finance Charge. Borrows will pay a Finance Charge according to the terms of the Agreement until Borrower has repaid everything owed under the Agre on ent. 7. Conveyance of the Property. The Borrower, to secure the payment of the said principal sum of money, interest, finance charges, and other fees owed by Borrower to Holder of the Note in accordance with the terms, provisions and limitations of the Agreement and this Trust Deed, and the performance of the covenants and agreements herein contained, by the Borrower to be performed, and also in the constantation of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the Property and all of its estate, right, title and interest therein. TO HAVE AND TO HOLD the property unto the said Trustes, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and berefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Borrover's do hereby expressly release and waive. Witness the hand and seal of Borrowers the day and year first above written. WITNESS the hand and soal of Borrower(s) the day and year first above written MAW [SEAL] 1/22/99 MARK B FURSTENAU [SEAL] [SEAL] STATE OF ILLINOIS SS County COOK COOK a Notary Public in and for the residing in said County, in the state Birkell TIFFANY A FURSTENAU MARK B FURSTENAU and aforesaid, DO HEREBY CERTIFY THAT who personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said Instrument as free and voluntary act, for the uses and purposes therein set forth. day of JAN 1999 Given under my hand and Notarial Seal this 22ND "OFFICIAL SEAL" Arlan Birkett Notarial Seal Notary Public Notary Public, State of Illinois

My Commission Expires 8/2/2001

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUS

f. Premises of Borrower - Borrower represents and warrants that:

Borrower owns the Property;

b. Borrower has the right to mortgage, grant, and convey the Property to Trustee; and

There are no claims or charges outstanding against the Property except any mortgages or trust deeds that are currently shown in the office where real estate records are filed for the County where the Property is located.

Borrower gives a general warranty of title to Trustee on behalf of the Holder of the lote. This means that Borrower will be fully responsible for any losses which Trustee on behalf of the Holder of the Note suffers because someons other than Borrower has some of the rights in the Property that Borrower represents and warrants to have. Borrower will defend ownership of the Property against any claims of such rights.

2. Borrower's Promise to Pay -- The Agreement. Borrower promises to promptly pay all amounts due on the Agreement except as explained in paragraph 9.

3. Borrower's Promise to Pay -- Charges and Assessments. Borrower promises to pay all present and future liens, taxes, assessments, utility billy, and other charges on the Property, including any amounts on any prior mortgage or trust deed, as they become due.

4. Borrower's Promise to Buy Mazard Insurance. Borrower promises to obtain a hazard insurance policy payable to Trustee for the benefit of the Holder of the Note, and which covers all buildings on the Property. The insurance must be satisfactory to the Holder of the Note and must cover loss or damage caused by fire and hazards normally covered by "extended coverage" hazard insurance policies. The insurance must be in the amounts and for the periods of time required by the Holder of the Note. Borrower will notily the Holder of the Note promptly it there is any loss or damage to the Property. The Trustee or Holder of the Note may file a "Proof of Loss" form with the illustrance company. Borrower directs the insurance company to pay all "proceeds" to "Ir she for the benefit of the Holder of the Note. "Proceeds" are any money that the insurance company owes to the Borrower und, the policy. Unless the Holder of the Note agrees in writing that the Proceeds can be used differently, the Proceeds will be applied to pay the amount Borrow at owes the Holder of the Note.

If any Proceeds are used to reduce the amount which so rower owes the Holder of the Note under the Agreement, Borrower will still have to make the regular payments under the Agreement until the entire amount Borrower owes is paid in full. If Trustee forecloses this Trust Deed on behalf of the Holder of the Note, anyone who buys the Property at the foreclosure sale will have all the rights under the insurance policy.

5. Borrower's Promise to Buy Flood Insurance. If the Land or any put of the Land is located in a designated official flood-hazard area, Borrower promises to buy flood insurance in the maximum of ount a sitable or the amount secured by this Trust Deed, whichever is less. Borrower agrees to direct that any money payable up the flood insurance will be paid to Trustee on behalf of the Holder of the Note, but Borrower will still have to make regular payments under the Agreement until the entire amount Borrower owes is paid in full.

6. Borrower's Promise to Maintain and Repair the Property. Borrowers shall (a) promptly repair, restore and rebuild any buildings or improvements now or heresiter on the Property which may become da naged or to destroyed; (b) keep said Property in good condition and repair, without wasts, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when the any indebtedness which may be secured by a lien or charge on the Property superior to the lien hereof, and upon request exhibit satisfactory evidence of the dischalge of such prior lien to Trustee or to Holder of the Note, (d) complete within a reasonable time any building or buildings new or at any time in process of erection upon said Property; (e) comply with all requirements of law or municipal ordinances with respect to the Property and the use thereof; (f) make no material alterations in said Property except as required by law or manicipal ordinance.

7. Trustee/Holder of the Note - Right to Take Action to Protect the Properly. If (1) Borrower does not keep Borrower's promises and agreements made in this Trust Deed, or (2) someone (Borrower or anyone else) begins a legal proceeding that may significantly affect Trustee's or the Holder of the Note's rights in the Property (such as, for example, a legal proceeding in bankruptcy, or to condemn the Property), then Trustee or the Holder of the Note may do and pay for whatever is necessary to protect the value of the Property and the rights of Trustee or the Holder of the Note in the Property. Actions of the Trustee or the Holder of the Note under this section may include, for example, paying any amount due under any prior mortgage or trust deed, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs.

99103421

Berrower promises to pay Irustee or the Holder of the Note all amou under this section. If Trustee and/or Holder of the Note pays an obligation, Trustee and/or Holder of the Note will have all of the rights that the person paid by Trustee or the Holder of the Note would have had against Borrower. This Trust Deed covers all these amounts that Trustee or Holder of the Note pays, plus interest, at the rate that is figured as if the money had been given under the Agreement, or if that rate violates the law, then at the highest rate that the law allows. This Trust Deed also covers reasonable compensation to Trustee for each matter concerning which action serein authorized may be taken.

either Thustee or Holder of the Note pays

If Borrower fails to maintain insurance on the Property as required in paragraphs 4 (r 5, the Trustee or the Holder of the Note may purchase insurance on the Property, without notice to Borrower and charge Borrower for the cost as provided in this Trust Deed. If the Trustee or the Holder of the Note purchases this insurance, it will have the right to select the agent. Any hazard insurance and/or flood insurance purchased by the Trustee or Holder of the Note on the Property may be limited to the amount due under the Agreement at the time the insurance is purchased, even of the Property is worth more. The Trustse or the Holder of the Note is not required to obtain the lowest cost insurance that might be available.

NOTICE: United Parrower ("you") provide Holders of the Note and/or Trust e (collectively "ns" or "we") with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests were colleteral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made ligainst you in connection with the collateral. You may later careel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charge we may impose in connection with the placement of the insurance, until to effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The losts of the insurance may be more than the cost of insurance you may be able to obtain on your own.

- 8. Rights of the Trustee and Holder of the Note Any failure or delay by the Trustee or the Holder of the Note in enforcing the rights available to them in this Trust Lued or the law, will not cause the Trustee or Holder of the Note to give up those rights. The Trustee or Holder of the Note may exercise and enforce any of it rights until its rights under the Trust Deed end. Each right that this Trust Deed gives to the Trustee or the Holder of the Note is separate. The Trustee or Holder of the Note may enforce and exercise them one at a time or all at once.
- 9. Joint Borrowers. Each person that signs this Trust Deed is responsible for keeping all of the promises made by the Borrower. Trustee or Holder of the Note may choose to enforce their rights against imyone signing the Trust Deed as an individual or against all of them. However, if someone signed this Trus Deed, but did not sign the Agreement, then that person will not be required to pay any amount under the Agreement, but will reve signed only to give Trustee or Holder of the Note the rights that person has in the Property under the terms of this Trust Deck.
- 10. Selling the Property. Borrower agrees not to sell or transfer all or any part the Property, or any rights in the Property, including the sale or transfer of the beneficial ownership in the Property whole Possower is a Land Trust, without the written consent of the Holder of the Note. This includes sale by Contract for Deed.
- 11. No Defaults Under Prior Mortgages. If there is already a mortgage or deed of trust against the Property, the Borrower promises that there will never be a default under that mortgage or deed of trust.
- 12. Request for Notice of Default and Foreclosure. Borrower and Trustee, on behalf of the Holder of the Note request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Trust Deed to give Notice to Trustee, at Trustee's address set forth on page one of this Trust Deed, of any default under the superior encumbrance and of any sale or other foreolosure action.
- 13. No Other Mortgages or Deed of Trust. Borrower agrees not to mortgage or elecumber by a deed of trust all or any part of the Property or allow anyone else to have a lien on the Property without the Hollier of the Note's written consent.

14. Trustee/Holder of the Note - Remedies and Forecosure. Borrower shall pily each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Holders of the Note, and without notice to Borrower, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement or promises of the Borrower herein committed. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Holder of the Note or Tustee, or any of them, shall have the right to foreclose this Trust Deed and the lien hereof. Borrower gives Trustee and/or liolder of the Note, power to sell the Property at a public auction. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses, which may be paid of incurred by or on behalf of Trustee or Holder of the Note, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estin ated as to items to be expended after entry of the decres) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Holder of the Note, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature in this paragraph mention: 1 hall become so much additional indebtedness secured hereby an immediately due and payable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the no es and/or Agreement secured by this Trust Deed, if any, offervise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or Holder of the Note in connection win (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or an indebtedness hereby secured; or (b) preparations for the commencement of any sult for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit de proceeding which might affect the Property or the security hereof, whether or not actually commenced.

The proceeds of any foreclosure sair of the Property shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Agreement with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Agreement; fourth, any control to Borrower, their heirs, legal representatives or assigns, as their rights may appear.

15. Appointment of Receiver. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said Property. Such pointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Bonday at the time of application for such receiver and without regard to the then value of the Property or whether the same shall be then occupied a a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said property during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, ment, and operation of the Property during the whole of said period.

The Court from time to time may authorize the receiver to apply the net income in his basis in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or toy tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such superior is made prior to foreclosure sale and (b) the deficiency in case of sale and deficiency.

16. Defenses. No action for the enforcement of the lien or of any provision hereof hall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the notes hereby secured.

17. Right of Inspection. Trustee or the Holder of the Note shall have the right to inspect the Property at all reasonable times and access thereto shall be permitted for that purpose.

18. Trustee's Obligations. Trustee has no duty to examine the title, location, existen e, or condition of the Property, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the Agreement or the Trust Deed, nor shall Trustee be obligated to record this Trust Deed or to exercise and power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemni les satisfactory to it before exercising any power herein given.

- 19. Release. Trustee shall release this flust Deed and the first thereof by proper informment upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully price id; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or a exhibit to Trustee the Agreement, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor sustee, such successor trustee may accept as the genuine Agreement herein described any Agreement which bear an ident placed thereon by a prior trustee hereunder or which conform in substance with the discription herein contained of the Agreement and which purport to be executed by the persons herein designated as the may accept as the genuine Agreement herein described any agreement which may be substance with the description herein contained of the Agreement and which purport to be executed by the persons herein designated as makers thereof. Borrower shall pay all costs associated with services provided by Trustee in connection with the Trust Deed, including but not limited to the Trustee's fees for the release of the release of the release.
- 20. Resignation of Poster. Trustee may resign by instrument in writing filed in the which this instrument which this instrument which this instrument which the bean recorded or filed. Any successor in trust hereunder shall have the identical title, powers and authority as an instrument of the recorder of Deeds in the powers and authority as an instrument of the recorder of Deeds in the powers and authority as an instrument of the recorder of Deeds in the powers and authority as an instrument of the recorder of Deeds in the powers and authority as an instrument of the recorder of Deeds in the powers and authority as an instrument of the recorder of Deeds in the powers and authority as an instrument of the recorder of Deeds in the powers and authority as an instrument of the recorder of Deeds in the powers and authority as an instrument of the recorder of Deeds in the powers and authority as a constant of the recorder of Deeds in the recorder of Deeds in the powers and authority as a constant of the recorder of Deeds in the recorder
- 21. Binding Effect of Trust Decd. This Trust Deed and all provisions hereof, shall extend to the be binding upon Borrower and all persons claiming order or through Borrower, and the word "Borrower" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part the reof, whether or not such persons shall have executed the Agreement or this Trust Deed.
- 22. Thustee's Fee. Trustee or successor trustee shall be entitled to receive from Born wer a fee for releasing this Trust Deed as determined by Trustee or successor trustee shall not be remired to release the Trust Deed until it receives payment of the fee. Trustee or successor trustee shall also be entitled to reasonable compensation for any or are act or service performed under any provisions of this Trust Deed.

23. The provisions of the "Trust and Trustees Act" of the state of Illinois shall be applicable to this Trust Deed,

IMPORTANT!
FOR THE PROTECTION OF BOTH THE
BORNOVER AND HOLDER OF THE NOTE THE
REVOLVING LINE OF: CREDIT AGREEMENT
SECURED BY THIS TRUST DEED SHOULD BE
IDENTIFIED BY THE CHICAGO TRUST
COMPANY, TRUSTEE, BEFORE THE TRUST
DEED IS FILED FOR RECORD.

Identification No

THE CHICAGO TRUST COMPANY, TRUSTEE

DV

Assistant Vice President, Assistant Sycretary.

HOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOUT DESCRIBED PROPERTY HERE

CONDOMINIUM RIDER

Lie 22ND day

the Mortgage, day of JAN 1999 THIS CONDOMINIUM RIDER is made this 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 (the "Lender") of THE CHICAGO TRUST COMPANY

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

5300 A DIAMOND DR , OAK CREST IL 60452

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

THE DIAMOND OF OAK FOREST CONDOMINIUM ASSOCIATION

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

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

Borrower and Lender further covenant and agree as follows:

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

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

within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

UNOFFICIAL COPY

. . C. L. Lee

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 9.

E. Lenders Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) 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 condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:

termination of professional management and assumption of self-management of the Owners Association; or

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

F. Remedies. If its rower 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.

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

MARK R TITASSENAU

(\$eal)

Borrdwer

TIFFANY A FURSTENAU