This instrument prepared by OFFICIAL COPY 4 6 8

Gilldorn Mortgage Midwest Corporation 1501 Woodfield Rd Schaumburg, IL 60195 Susan Roenig*

3529468

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 03.

19.86 The morter for is EDEED HOLDN AND SANGTE HOLDN HIS WIFE

GILLDORN MORIGAC. MIDWEST CORPORATION "Borrower"). This Security Instrument is given to which is organized and existing under the laws of TP. STATE OF DELAWARE and whose address is 1501 WOODFIELD ROAD 4N, SCHAUMBURG, IL 6/11 5.

Borrower owes Lender the principal sum of THIRTY EIGHT THOUSAND EIGHT HUNDRED AND 00/100 ("Lender").

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This debt is evidenced by Borrower's note dated the same date as this Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performar or of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does pereby mortgage, grant and convey to Lender the following described property located in

UNIT 3-2 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON JANUARY 20, 1982 AS DOCUMENT NUMBER 3247404. AN UNDIVIDED 2-166 PERCENT INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED FREMISES: LOT 1, IN OWNER'S SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, UN APRIL 18, 1956, AS DOCUMENT NUMBER 1644053, ALSO LOT 39, IN SHERWOOD VILLAGE, AS DOCUMENT NUMBER 1644053, ALSO LOT 39, IN SHERWOOD VILLAGE, AS TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL OF MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 20, 1955, AS DOCUMENT NUMBER 1608657.

PI# 15-28-315-057-1010

which has the address of SGARDEN DRIVE UNIT 2 LA GRANGE PARK

[Street] [City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 seised 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.

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

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT CMTG

LOAN NUMBER: HOLDEN

352946

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default flust be bured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20, Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees; premiums on

receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22, Walf () Homestead, Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and nts of this Security Instrument as if the rider(s) were a part of this Security

Instrument. [Check applicable box(es)]	into Ot this Security than unless as it to	e merce a part or this second
Adjustable Rate Lider		2-4 Family Rider
Graduated Payment Rider	Planned Unit Development Ric	der
Other(s) [specify]	•	
BY SIGNING BELOW, Borrowe. Instrument and in any rider(s) executed by	accepts and agrees to the terms and y Form wer and recorded with it.	covenants contained in this Security
	EDWARD HOLDEN	(Seal)
	JEANDATE HOLDEN	the Holder (Scal) -Borrower
	[Space Below This Line Fg Acknowledgment]	
		9/4/
tate of Illinois,	County sa:	3,0

State of Illinois, COOK. County ss: I, LINDA LANGIAND..... a Notary Public in and for wid county and state, do hereby certify that EDWARD HOLDEN AND JEANETTE HOLDEN, HIS WIFE.personally known to me to be the same person(s) whose name(s) AFE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . T. he Y. . signed and delivered the said instrument as . THEIR free and voluntary act, for the uses and purposes therein set forth.

this. Given under my hand and official soal var corist. Commission expires OFFICIAL SEAL S Linda Langiand Notary Public, State of Illinois 5 Sep 29, 1989 aion Expire ~ 80. 14 as Ul മ Trust 2.5

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. 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, 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.

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 Lenger 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.

10. Borrower 740 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 elercise of any right or remedy.

11. Successors and Assigns Lound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit he 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 50-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; at d /c' agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with a gard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. 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 intrest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, there (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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforces less cording to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the teps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrumer, 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 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.

15. 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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

17. 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 and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, 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 without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred intenforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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requesting payment.

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 Lender may take action under this paragraph 7, Lender does not have to do so.
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proveeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. 27.8 30-day period will begin 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 restoration or repair is not economically feasible or Lender's security would be lesseded, the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically seasible and Lemer's security is not lessened. If the

carrier and Lender. Lender may make proof of loss if not made promptly by Be remer.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair all receipts of paid premiums and renewal notices. In the event of loss, Burlower shall give prompt notice to the insurance

Lender shall have the right to hold the policies and renewals. If Lender tequires, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fite, hazards included within the term. 'extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the antomines 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 insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

of the giving of notice. 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 lie to take one or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the next to this Security Instrument. If Lender determines that any part of 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 forfeiture of any part of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and the lien are the lien and the lien and the lien and the lien and the lien are the lien and the lien are the lien and the lien are the lien and th Borrower shall promptly discha ge, ny lien which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments. pay them on time directly to the perion owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Lorower makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Property which may attain pricrity over this Security Instrument, and leasehold payments or ground rents, if any.

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

application as a crevit against the sums secured by this Security Instrument. than immediately anor to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Upor py wment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, Lender shall apply, no later

amount necessary to make up the deficiency in one or more payments as required by Lender.

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the dates of the eacrow items, shall exceed the amount required to pay the eacrow items when due, the excess shall be.

this Security Instrument. bender hays agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

basis of current data and reasonable estimates of future escrow items. one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the 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") equal to

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

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THIS CONDOMINIUM RIDER is made	this 3rd day of	July	, 19_86
and is incorporated into and shall be deemed to (the "Security Instrument") of the same date and Gilldorn Mortgage Midwest Co	o amend and supplement given by the undersigned	nt the Mortgage, Deed of	Trust or Security Dee ure Borrower's Note to (the "Lender"
of the same date and covering the Property des	scribed in the Security I	nstrument and located at:	
3 Garden Drive Unit 2 La	Grange Park, Ill	linois 60525	
The Property includes a unit in, together with a known as:		the common elements of, a	a condominium projec
Sherwood Gardens Co	ndominiums (Name of Condominium Project	1)	
(the "Condominium Project"). If the owners a "Owners Association") holds title to property includes Borrower's interest in the Owners Ass	for the benefit or use of	f its members or sharehold	ders, the Property also
CONDOMINIUM COVENANTS. In add Borrower and Lender further covenant and ag	ree as follows:		
A. CONDOMINIUM OBLIGATIONS. Condominium Project's Constituent Document document which creates the Condominium Prodocuments. Borrower shall promitly pay, whe Documents.	ts. The "Constituent Do oject; (ii) by-laws; (iii)	ocuments" are the: (i) De code of regulations; and	claration or any other i (iv) other equivalent
B. HAZARD INSURANCE. 50 ong as carrier, a "master" or "blanket" pour y on t provides insurance coverage in the amounts for hazards included within the term "extended co- (i) Lender waives the provision in Unit	he Condominium Projethe periods, and agains verage," then:	ect which is satisfactory it the hazards Lender requi	to Lender and which ires, including fire and
the yearly premium installments for hazard inst (ii) Borrower's obligation under Uniform is deemed satisfied to the extent that the requirement of the control of the contr	urance on the Property; orn. I wenant 5 to main	; and itain hazard insurance cov	erage on the Property
Borrower shall give Lender prompt notice In the event of a distribution of hazard in Property, whether to the unit or to common elem paid to Lender for application to the sums secu	e of any lapse in require surance pageods in lieu tents, any proceeds paya	ed hazard insurance covers to of restoration or repair faible to Borrower are hereby	age. following a loss to the y assigned and shall be
C. PUBLIC LIABILITY INSURANCE. Owners Association maintains a public liability in Lender.	Borrower shall take sylch	actions as may be reason	able to insure that the
D. CONDEMNATION. The proceeds of Borrower in connection with any condemnation of the common elements, or for any conveyan Lender. Such proceeds shall be applied by Lende Covenant 9.	or other taking of all or ce in lieu of condemna	any par' of the Property, tion, are hereby assigned	whether of the unit or and shall be paid to
E. LENDER'S PRIOR CONSENT. Borr written consent, either partition or subdivide th (i) the abandonment or termination of	e Property or consent to of the Condominium Pr	o: roject, except for abando	ment or termination
required by law in the case of substantial destruct or eminent domain; (ii) any amendment to any provision of		4	
Lender; (iii) termination of professional manage			~~
or (iv) any action which would have the ef	fect of rendering the pu		
the Owners Association unacceptable to Lender. F. REMEDIES, If Borrower does not pay		d assessments when due, t	then Lender may pay
them. Any amounts disbursed by Lender under the Security Instrument. Unless Borrower and Le from the date of disbursement at the Note rate arrequesting payment.	this paragraph F shall b nder agree to other term	secome additional debt of is of payment, these amou	Borrower secured by nts shall bear interest
BY SIGNING BELOW, Borrower accepts Rider.	and agrees to the terms	and provisions contained i	n this Condominium
	Edward	Holden	(Seal)
_	Edward Hol	Ider 71. 11.	•Borrower
\		77 1 V-11/1/1/1.	1000l

Jeanette Holden