

above mentioned Constituent Documents; which proxy is coupled with an interest and shall be binding upon Borrower, Borrower's heirs, personal representatives, successors and assigns; and Borrower agrees to do any and all acts necessary under said Constituent Documents to secure unto Lender said voting rights and to secure to Lender notice of any meeting held pursuant to said Constituent Documents; provided, however, Lender does hereby appoint Borrower as its nominee to vote at any such meeting in its place and stead for so long as there exists no default in the payment of the Note secured hereby, or in the performance of any obligation or agreement herein on the part of Borrower to be performed, and in the event of any such default Borrower's authority shall automatically terminate and Lender or its successor nominee shall have full power and authority to exercise Lender's rights hereunder. In the event said proxy should be inoperative for any reason, Borrower agrees to give Lender notice of any such meeting and to vote at such meeting in accordance with Lender's instructions.

F. Lender's 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 or if any such amendment would change the percentage interest of the unit owners;

(iii) 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.

G. Remedies. If Borrower breaches any covenants or agreements hereunder, including, but not limited to, the covenant to pay condominium dues and assessments when due, Lender may invoke any remedies provided under the Security Instrument, including, but not limited to, those provided in paragraph 18 thereof.

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

(Seal) James J. Baldwin (Seal)
-Borrower JAMES J. BALDWIN -Borrower

(Seal) Nancy L. Baldwin (Seal)
-Borrower NANCY L. BALDWIN -Borrower

RECORDED OCT 8 1984 at 11:00 A.M.

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