## 07-18-2003 10:54am Fram-Chast OFFICIAL COPY

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	This document was prepared	l by:		
	CHASE MANHATTAN	BANK USA, N.A.		
	200 White Clay C	enter Drive		
	Newark, DE 1971	1,		
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	**************************	1111-1117		ľ
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	When recorded, please renur	n to:	Eugene "Gene" Moore Fee:	\$42.00
	#/7/8368 GENERAL AMERICA	N COPPORATION	Cook County Recorder of De	
	707 GRANT STREET		Date: 08/08/2003 01:37 PM I	
	SUITE 400			
	PITTSBURGH, PA 1	5219		
	State of Illinois_		Space Above This Line For Rec	ording Data
		``	MORTGAGE	
			uture Advance Clause)	
	10.	(AATIT L	uture Auvance Clause)	
7	DATE AND PARTIES T	e date of this Morteage (	Security Instrument) is July 18th, 200	ha1
	parties, their addresses and	ax identification numbers	if required are as follows:	3 and the
	Tournel man managed with 1	The state of the s	,	
	MORTGAGOR: THERE	SE M C'NEILL AND	THOMAS P O'NEILL, WIFE AND HUSB.	∆ NID
		TS BY THE ENTIRET		,
	555 G	LENDALE L'NE, HOF	FMAN ESTATES, Illinois 60194	
			AUMBURG, Illinois 60194	
	LENDER-			
		NHATTAN BANK U¦A e Clay Center Dr.		
		e clay center bro DE 19711		ORTGAGE CORPORATION
	MEASTV	NW	1500 N. 19th St.	
			Monroe, LA 71201	
2.	CONVEYANCE. For good	t and valuable considerati	ion, the receipt and sufficiency of which is ac	knowledged, and to secure
	the Secured Debt (defined)	below) and Mortgagor's	performance and a this Security Instrument, I	Aortgagor grants, bargains,
			following described property:	
			shown on Schodule "A" attached	hereto
	which is incorpora	ted herein and mad	de a part hereof.	
			C /	
	07-16-410-009		ar	
	The property is located in	Cook		
	The broberty is position in 1	(Cou	organisa in a santa a	
	555 GLENDALE LANE	,		Linois 60194
	Adameeren		(City)	(ZIP Code)
	Together with all rights, ear	sements, appurtenances, r	ovalties, mineral rights oil and gas rights all	Water and ringrian sights
	auches, and water stock and	a all existing and future i	mprovements, structures, fixtures, and replace	ments that may now, or at
	any time in the future, be pa	n of the real estate describ	ped above (all referred to as "Property").	C
3.	SECURED DEBT AND FI	UTURE ADVANCES. T	he term "Secured Debt" is defined as follows:	0
	A. Debt incurred under	the terms of all promisso	ry note(s), contract(s), guaranty(s) or other e	vidence of debt described
	below and all their e	xtensions, renewals, mod	lifications or substitutions. (You must speci	fically identify the debt(s)
	secured and you should	ld include the final matur	ity date of such debt(s),)	
	The Home Equit	ty Line of Credit	Agreement and Disclosure Statem Dayable, if not paid earlier,	let o
	dated July 18	th, 2003 due and p	payable, if not paid earlier,	O'Connor little
	on July 23rd,	2033.		Services, Inc.
				च्याच्यार पंच्याच्याच्याच्या हुत्। ठेवेटी १९
				2719-146
	HIINDIS - HOME FORMY I	INF OF CREDIT MORTOR	AGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)	3219-246 (page 1 pt6)
	© 1904 Bankers Systems, Inc., St. C			(page 1 pt 6)
DA.	-C465(IL) (3809)		GAGE FORMS - (800)521-7281	
	790			
	ı 2°	72: O'NEILL	CE967379EE	
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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations advances and other future obligations are secured by this Security Instrument even though all or part may not yet be Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not in nited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fiels to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagor's paragraph A of this Section).

4. MORTGAGE COVENANTS. Mortgagor agroup that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor brunches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By no exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it has been again.

Payments. Morigagor agrees that all payments under the Secure 1 Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of crust, occurity agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any moderation or extension of, nor to request any future advances under any note or agreement secured by the lien document without Leguer's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, leave payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend the receipts against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to me interior improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

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#### T-596 P. 005/045 F-341

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planued Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase c. talle any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any avard or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due valves type and location. 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 Mortgagor subject to Lender's approval, which shall not be unreasonably withhald. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be accentable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall in mediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and ren wals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be reprised to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any incurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

- 5. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 6. DEFAULT. Mortgagor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

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TO (page 3/819).

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Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or no her lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

7. REMEDIES (IN DEFAULT. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Security Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, fe term and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of the Lender, all or an pat of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

- 8. EXPENSES; ADVANCES ON COVENANTS; ATTORNING FEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Mongagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, will bear interest from the date of payment until paid in full at the highest late of interest in effect as provided in the terms of Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by at y court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released.
- 9. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CEFCLA 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous waste,"

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Morigagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgage, shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened in estigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 10. ESCROW FOR TAXES AND INSURANCE. If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.
- 11. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. Wilfortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 12. SEVERABILITY; INTERPRETATION. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and readings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 13. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 14. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights

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# 07-18-2003 10:56am Frpm-Chase P.008/045 F-341

			Security Instrument at any one time shall less not include interest, attorneys fees, and mitation does not apply to advances made rm any of the covenants contained in this
<ol> <li>LINE OF CREDIT. The Security Instru-</li> </ol>	red Debt includes a revolument will remain in effect	ving line of credit. Although	h the Secured Debt may be reduced to a
17. APPLICABLE LAW. This Sec required by the laws of the jurisd	urity Instrument is govern iction where the Property	ned by the laws as agreed to is located, and applicable fe	in the Secured Debt, except to the extent deral laws and regulations.
the terms of this security Instrum [Check all applicacie toxes]	eements of each of the ricent.	ders checked below are incor	rporated into and supplement and amend
Assignment of Le 20 and Re  19. ADDITIONAL TERMS	· · सम		to Security Instrument
	0,5		
;	00/		
	ortgagor agrees to the terr	0,	
SIGNATURES: By signing below M.	Drigoros ous	The same	
		A AAAMAA TURE OTHER TO THE	ie uate stated on page 1
acknowledgments.	attached Addendum inco	orporated herein, for addica	onal Mortgagors, their signatures and
There S(M.O'N sell (Signature) THERESE M O'NEILL	7/18/03 (Date)	(Signature) THOMAS P O'NEILL	(Date) 7/18/03
ACKNOWLEDGMENT:  STATE OF  This instrument was acknowled by		day of	]]
My commission expires: (Seal)	39006 39006	Miller 1	Minery ()
j versker Versker Versker versker Versker versker	ALSEAL I I. Murphy Sourcements Topossum	(N	otary Public)
© 1984 Bankers Systems, inc., St. Cloud, MN Form OC	P-REMTG-IL 8/17/89		(page 6 of 6)
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.LEGAL DESCRIPTION

LOT 9 IN BLOCK 97 IN HOFFMAN ESTATES VILLAGE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 5, 1958, AS DOCUMENT NO. 1816080.

TAX ID# 07-16-410-009

Property of Cook County Clark's Office

#### Additional Terms Rider to Security Instrument

to secure Borrower's	CHASE MANHATTAN	ty Instrument of the same date g e of Credit Agreement BANK USA, N.A.	3 , and is incorporated into and shall be iven by the undersigned (the "Borrower", and Disclosure Statement
and located at	onth tacu' 5003	and covering the Prop	erry described in the Security Instrument

LANE HOFFMAN ESTATES, Illinois 60194

[Property Address]

ADDITIONAL COVENANTS. In the case of any conflict with the Security Instrument, this Rider controls. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further

PRIOR MORTGAGES AND DEEDS OF TRUST. This Security Instrument is subordinate to the | X following described first mortgage or deed of trust (" rior Mortgage"):

Prior Mongage Original Principal Amount:

Prior Mongage Original Lender: CHASE MANHATTAN MOTTCAGE

Note Date:

Recording Date:

Recorded in Book:

Page:

Property Records of: | HOFFMAN ESTATES

Borrower warrants and represents that the granting of this Security Instructor is not a default of an event of default under the Prior Mortgage and that any required consents thereunder have been obtained and delivered to

If Borrower fails to make any payment when so due under such loan, or otherwise defaults thereunder, Lender shall have the right, but not the obligation, to make such payment directly to the holder of the loan secured by the Prior Mortgage, to cure such default or to pay in full, the entire indebtedness secured by the Prior Mortgage. All costs and expenses incurred by Lender to cure such default or to pay the entire indebtedness secured by he Prior

- (i) shall bear interest from the date advanced until paid at the interest rate in effect under the Agreement from time to time;
  - (ii) shall be immediately due and payable by Borrower to Lender without notice or demand for payment; and

(iii) shall be and become a part of the indebtedness secured by this Security Instrument up to the amount of the Credit Limit.

The curing by Lender of any default under the Prior Mortgage, or the payment by Lender of the entire indebtedness secured thereby, shall not constitute a curing or waiver of the default under this Security Instrument caused by Borrower's default under the Prior Mortgage, and Lender shall remain entitled to exercise all of the rights and remedies available to it by virtue of such default.

Page 1 of 3		200
Borrowers Initials:	$\mathcal{T}_{\mathcal{O}}$	IPP)

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Any act or omission by Borrower which would constitute a default or an event of default under the Prior Mortgage, shall constitute a default hereunder, without the necessity of giving any notice to Borrower or affording Borrower any time in which to cure such act or omission. Borrower shall notify Lender within five (5) days after receipt by Borrower of any notice from the holder of, or trustee named in the Prior Mortgage, noting or claiming the occurrence of any default, non-payment or non-performance by Borrower or notice of acceleration under the Prior Mortgage.

Borrower and Lender hereby request the holder of the Prior Mortgage or of any other mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument, to give notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the Prior Mortgage or any other superior encumbrance and of any sale or other foreclosure action.

B. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law, Borrower shall pay to Lender on are day monthly payments are due under the Agreement, until the Agreement is paid in full, a sum ("Funds") for. ("y vearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (ii) y varly leasehold payment or ground rents on the Property, if any; (iii) yearly hazard or property insurance property insurance property insurance premiums, if any; and (v) yearly mortgage insurance premiums, if any. These trans are called "Escrow Items." Lender may, at any time, collect and hold Funds, including reserves in excess of the amounts actually needed, using such methods of calculation as may be authorized or not prohibited, and in all amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for the Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may es in at the amount of Funds due on the basis of current data and reasonable estimates of expenditures of further Legrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose (eposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Subject to applicable law, Lender may require Borrower to pay a one time charge for a real estate tax reporting service or flood certification service used by Lender in connection with in Joan, unless applicable law provides otherwise. Lender shall not be required to pay Borrower any interest or earnings on the Funds, unless expressly required by law to do so. Lender shall give to Borrower, without charge, an air tall 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall notify Borrower that Borrower may elect to receive either a direct refund of such excess amounts, or a credit on Borrower's future monthly installment of Funds. If Borrower fails to make such election within thirty (30) days after notice has been mailed by Lender to Borrower, the Lender, in its sole discretion, may elect one of the foregoing options, and notify Borrower of such election. 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If pursuant to the Remedies on Default as defined within this Security Instrument, 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.

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Borrowers Initials:

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C. MORTGAGE INSURANCE. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance payments. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an approved by Lender again becomes a aliable and is obtained. Borrower shall pay the premiums required to maintain insurance in effect, or to provide a loss reserve, unless and until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
--

BY SIGNING LELOW, Borrower accepts and agrees to the terms and covenants contained in this

THERESE M O'NEILL Borrower

HOMAS PO'NEILL BORROWER

(Seal)

-BORROWER

(Seal)

-BORROWER

(Seal)

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