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CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION
1350 EAST SIBLEY BOULEVARD
DOLTON, ILLINOIS 60419
COOK COUNTY, ILLINOIS
FILED FOR RECORD

BOX 44

09 DEC -8 PM 12:08

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[Space Above This Line For Recording Data]

15 YEARS
MORTGAGE

APPL# 002-40816004
ML# 0410048666
3/8

THIS MORTGAGE ("Security Instrument") is given on
MARY MARTHA SILVA-VERA, A MARRIED WOMAN

NOVEMBER 21, 1994

The mortgagor is

("Borrower"). This Security Instrument is given to

CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1350 EAST SIBLEY BOULEVARD, DOLTON, ILLINOIS 60419 ("Lender"). Borrower owes Lender the principal sum of SEVENTY THREE THOUSAND THREE HUNDRED AND NO/100

Dollars (U.S. \$ 73,300.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2009. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK County, Illinois:

LOT 9 IN BLOCK 2 IN THOMAS PRENDERGAST'S SUBDIVISION OF THE WEST 505.37 FEET OF THE NORTHEAST 1/4 (EXCEPT THE NORTH 99.0 FEET THEREOF) OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 37 NORTH, RANGE 15, 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 MARCH 15, 1955 AS DOCUMENT LR1581170, IN COOK COUNTY, ILLINOIS.

P.I.N. 26-32-115-021-0000

which has the address of 13244 SOUTH AVENUE L, CHICAGO
Illinois 60633 ("Property Address");
(Zip Code)

[Street, City].

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT
VMD-6RHL (0212)
Form 3014 9/90
Amended 5/91

VMP MORTGAGE FORMS 18001621 7291

Page 1 of 8

Printed on Recycled Paper



BOX 333-CTI

BOX 44

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Form 3014 9/90

1350 EAST SIBLEY, BLOOMFIELD, ILLINOIS, IL 60419

This instrument was prepared by **ROBIN URABANOWSKI**, Notary Public, State of Illinois, My Commission Expires: **NOVEMBER 14, 1998**NOTARY PUBLIC, STATE OF ILLINOIS
Notary Public

Given under my hand and official seal, this

21ST

day of **NOVEMBER**, 1994Subscribed and delivered the said instrument as **here** free and voluntarily act, for the uses and purposes herein set forth,
I, **ROBIN URABANOWSKI**, **OFFICIAL SEAL**, **ROBIN URABANOWSKI**, **ROBIN URABANOWSKI**

My Commission Expires:

GIVEN UNDER MY HAND AND OFFICIAL SEAL,

SUBSCRIBED AND DELIVERED THE SAID INSTRUMENT AS

FREE AND VOLUNTARILY ACT, FOR THE USES AND PURPOSES HEREIN SET FORTH,

I, **ROBIN URABANOWSKI**, **ROBIN URABANOWSKI**, **ROBIN URABANOWSKI**that **MARY MARTHA SIIVA-VIRKA**, A MARRIED WOMAN

the Undersigned

COOK

County ss:

, a Notary Public in and for said county and state do hereby certify

4030559

THIS DOCUMENT IS BEING EXECUTED BY JESSE VERA SOLELY FOR THE PURPOSE OF EXPRESSLY
MAINTAINING ALL HOMESTEAD RIGHTS AND MARITAL RIGHTS TO THE PROPERTY AS MAY BE CREATED
UNDER THE LAWS OF THE STATE OF ILLINOIS. X

Borrower

(Seal)

Borrower

(Seal)

Witnesses:

(Seal)

Witnesses:

(Seal)

Witnesses:

(Seal)

- Check applicable boxes:
24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded with it, the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
Security Instruments and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument, if one or more riders are executed by Borrower and recorded together with this instrument.
- Adjustable Rate Rider Continguum Rider 1-4 Family Rider
 Graduated Payment Rider Planned Luhn Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 V.A. Rider Other(s) [Specify]

By signing below, Borrower accepts and agrees to the terms and coverings contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverings contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Witnesses:

Witnesses:

Witnesses:

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or my 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 as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; 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 non-existence 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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Form 3014 9/90

more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, Lender may give Borrower a notice terminating the loan. Borrower shall satisfy the loan or take one or more of the following actions set forth above within 10 days of the giving of notice:

entitlement of the loan or (c) securities that any part of the Property is subject to a lien within priority over this Security Instrument. If Lender determines that any part of the Property is subject to a lien within priority over this Security Instrument, Lender may give Borrower a notice terminating the loan. Borrower shall satisfy the loan or take one or more of the following actions set forth above within 10 days of the giving of notice:

by, or delegates separate enforcement of the loan in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payee of the obligation secured by the loan in a manner acceptable to Lender; (b) consents in good faith the loan to Borrower shall promptly disclaim any loan which has priority over this Security Instrument unless Borrower (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

To the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly without delay prior to the maturity of the instrument, and thereafter pay amounts due under the Note, if any. Borrower shall pay without delay unless otherwise provided otherwise, all payments received by Lender under paragraphs

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

5. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

6. Security Instrument: Lender shall apply any funds received by Lender to the acquisition of the sums secured by this Security Instrument.

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 funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

written monthly payments, at Lender's sole discretion.

If the funds held by Lender to make up the deficiency, Borrower shall make up the deficiency in no more than thirty days to Lender the amount necessary to make up the deficiency. Borrower shall pay to Lender the amount necessary 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 pay the Escrow Items when due, Lender shall pay to Lender in any case for which he is not sufficient to pay the Escrow Items, unless Lender shall be paid on the funds held by Lender in any for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender in any

for the funds held by Lender exceeded the amounts permitted to be paid, Lender shall account to Lender for the funds held by Lender to the funds was made. The funds are pledged as additional security for all sums secured by this Security Instrument.

Without charge, an annual accounting of the funds, showing credit is and debits to the funds and the purpose for which each Borrower and Lender may agree in writing, however, that time era shall be paid on the funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest or earnings on the funds used by Lender in connection with this loan, unless, excepting service fees in accordance with the terms of the Escrow Items, unless Lender pays Borrower a one-time charge for an independent real estate tax reporting service a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service a charge, if Lender may not charge Borrower interest on the funds and applicable law permits Lender to make such a charge. Accordingly, Lender may not charge Borrower for holding and applying the escrow account, or Escrow Items, Lender may not charge Borrower for holding and applying the escrow account, or Escrow Items, to pay the funds to Lender, if Lender is seated in his position or in any Federal Home Loan Bank, Lender shall apply the funds to pay the funds to Lender in accordance with the Escrow Items, Lender shall be held in his position unless deposited by a federal agency, instrumentality, or entity

The funds shall be held in his position unless deposited by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future items a lesser amount, it is Lender may, at any time, collect and hold funds in an amount not to exceed the funds as a lesser amount, sets a lesser amount, it is Lender may, at any time, collect and hold funds in an amount not to exceed the funds 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RIFSPA"), unless another law than applies to the funds related mortgagor loan to pay wages for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, in any way, in any way, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, to the extent of the payment of mortgage insurance premiums. These items are called "Escrow Items," if any: (e) yearly mortgage insurance premiums, if any; (c) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may affect the Security Instrument as a lien on the Property; (b) yearly easement payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes Lender for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Prepayment and Interest: Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains mutual covenant covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Note is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on 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."

Fixtures now or hereafter a part of the property, all replacements and additions shall also be covered by this Security Instrument, unless now or hereafter erected on the property. All replacements and additions shall also be covered by this Security

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

8. 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 in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage 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 being 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. Loss reserve

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

to be severable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared null and void under such conflict that note other provisions of this Security Instrument or the Note which can be construed in which the Property is located. In the event that any provision of this Security Instrument or the Note is inconsistent with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be construed as valid under the Note.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the State in which the Property is located. Any provision of law which purports to limit the Note or the Security Instrument to any other state or jurisdiction shall be deemed invalid.

14. Notices. Any notice to Borrower or Lender given in this paragraph shall be provided to Borrower at his address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Agreement or any other address Borrower designates by notice to Lender. Any notice shall be given by first class mail to any other address use of another method. The notice shall be directed to the Property Address if by first class mail unless applicable law requires use of another method. The notice shall be delivered to the Property Address by registered mail or certified mail, return receipt requested, and the delivery slip shall be given by mailing

13. Payment of Preparatory Charges. If the loan secured by this Security Instrument is subject to a tax which sets maximum loan charges,

Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. If a refund reduces principal by reducing the Note or by making a direct payment, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the permitted limit; and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to the borrower who loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; then (a) any such loan charge collected or to the extent it is collected in connection with the loan exceeded the permitted limit, then (b) any such loan charge collected or to the extent it is collected in connection with the loan is finally interpreted so that the interest of older loan charges offset to a tax which sets maximum loan charges.

and that law is finally interpreted so that the interest of older loan charges offset to a tax which sets maximum loan charges, if the loan secured by this Security Instrument is subject to a tax which sets maximum loan charges, make any accommodation with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument, (d) is not personal only to mortgagee, general and convey this Security Instrument but does not execute the Note; (e) is co-signing this Security Instrument only to pay the sums

12. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

exercise of any right or remedy.

successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prejudice the rights of Lender to collect any sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's nominee proceedings against any successor in interest or cause to extend the time for payment notwithstanding that Lender has not operated the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to release the sums secured by this Security Instrument by Lender to any successor in interest of Borrower shall not be required to amend or modify the Note to reflect the change in ownership of the Note.

11. Borrower Not Released; Forfeita, and By Lender Not a Waiver; Extension of Payment of Proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in writing, any application of proceeds to principal of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal of such payments,

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums awarded or set aside in damages, or if, after notice by Lender to Borrower that the condominium offers to make an offer to this Security Instrument, whether or not then due,

If the Property is abandoned and Lender otherwise agrees in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, unless Borrower and Lender otherwise agree in writing, the fair balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair balance is less than the amount of the sums secured immediately before the taking, divided by (a) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property in which the fair balance is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing, the fair balance shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair balance is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing, the fair balance shall be paid to Lender.

10. Condemnation. The proceeds of any award of any part of the Property, or for condemnation in lieu of condemnation, are hereby assigned and condemned to the Property, or other taking of any part of the Property, or for condemnation in lieu of condemnation, in connection with any

9. Inspection. Lender or its agent may make reasonable entries upon and inspect all parts of the Property, Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for insurance

that Lender requires) provided by an insurer approved by Lender against losses available and is obtained. Borrower shall pay payments may no longer be required, at the option of Lender, if mortgagor insurance coverage (in the amount and for the period