Illinois Anti-Predatory Lending Database Program Doc#. 1724346169 Fee: \$68.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 08/31/2017 11:39 AM Pg: 1 of 11

Certificate of Exemption



Report Mortgage Frau. 844-768-1713

The property identified as:

FiN; 23-02-405-017-0000

Address:

Street:

9318 82ND AVE S

Street line 2:

City: HICKORY HILLS

State: IL

2: IL ZIP Code: 60457

Lender: US BANK NATIONAL ASSOC

Borrower: ISRAEL TORRES AND SYLVIA TORRES

Loan / Mortgage Amount: \$191,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 81B30CA4-ADBC-4234-855B-3BBCA9C27CF3

Execution date: 8/18/2017

RETURN TO: UNOFFICIAL COPY

SOLIDIFI U.S. INC. 1671 PARK RD. #2 FT. WRIGHT, KY 41011-9901

Prepared By: Larry Helmes

Şolidifi US Inc

537 E Pete Rose Way, STE 300

Cincinnati, OH 45202



Return To (name and address):

	· / · /				
	Indecomm Global Services				
	1260 Energy Lane				
	Saint Pay AN 55108				
	State of !!!io asSpace Above This Line For Recording Data				
	MORTGAGE				
	290 WORTGAGE (With Future Advance Clause)				
1.	DATE AND PARTIES. The diate of this Mortgage (Security Instrument) is				
	The parties and their addresses are as follows:				
	MORTGAGOR:				
	ISRAEL TORRES AND SYLVIA TORKES, MARRIED TO EACH OTHER				
	9318 82ND AVE S				
	HICKORY HILLS, IL 60457				
	PARCEL: 23-02-405-017-0000				
	PARCEL: 23-02-403-017-0000				
	LENDER:				
	U.S. Bank National Association,				
	a national banking association organized under the laws of the United States				
	425 Walnut Street				
	Cincinnati,OH 45202				
2,	CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to				
	ecure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants,				
	bargains, sells, conveys, mortgages and warrants to Lender the following described property:				
	See attached Exhibit "A"				
	',0				
	\mathcal{O}_{r}				
	The property is located inCOOK_COUNTYatat				
	(County)				
	9318 82ND AVE S. HICKORY HILLS				
	(Address) (City) (ZIP Code)				
	Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian				
	rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may				
	now, or at any time in the future, be part of the real estate described above (all referred to as "Property").				
2	SECURED DERT AND FUTURE ADVANCES The term "Secured Debt" is defined as follows:				

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Borrower(s): ISRAEL TORRES

Principal/Maximum Line Amount: 191,000.00

Maturity Date: 08/17/2037 Note Date: 08/18/2017

ILLINOIS - MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)

- 1994 Bankers Systems, Inc., St. Cloud, MN Form USB-REMTG-IL 10/5/2006 6096AD 10/06



- 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 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 that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. 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 obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional stims advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and it. value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- **5. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encombrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - 8. To promptly deliver to Lender any notices that Mortga for receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any firture advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 6. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, enclumbrances, lease 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 title to the Property 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 maintain or improve the Property.
- 7. DUE ON SALE OR ENCUMBRANCE. 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, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 59 1), is applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 8. 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 will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement 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

- f (page 2 of 5) - (.

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.

- 9. 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. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 10. ASSIGNMENT Co LEASES AND RENTS. Mortgagor irrevocably grants, bargains, sells, conveys and warrants to Lender as additional tecurity all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective after default between the parties to this Security Instrument and effective as to third parties on the recording of the Security Instrument, and this assignment will remain effective during any period of redemption by the Mortgagor until the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies wortgagor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for cender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgag or also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

- 11. LEASEHOLDS; CONDOMINIUMS; PLANNED 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.
- 12. DEFAULT. Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 13. REMEDIES ON DEFAULT. In some instances, federal 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. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. 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 Mortgage shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part 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. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum

(page 3 of 6)

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 continues or happens again.

- 14. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released.
- 15. ENVIRONMENTAL 1. (W.3 AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 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 Substance means any toxic radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without I mitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor 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. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 16. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take 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 award 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.
- 17. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. 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.

- f (page 4 of 6)

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. 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 applied 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 insurance 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 acquisition.

- **18. 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.
- 19. 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.
- 20. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; 3' CCESSORS AND ASSIGNS BOUND.

 All duties under this Security Instrument are joint and individual. If Mortgagor's interest in the Property to secure payment of the Secured Debt and 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 Tibese rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument of any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor, and Lender.
- 21. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument, 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 headings 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.
- **22. 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.
- **23. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.

I spage 5 of 67.

other fees and charges vali		mount secured by this security Instituted does not include interest, attornery Instrument. Also, this limitation does not security and to perform a	ys fees, and open of the services of the servi
25. OTHER TERMS. If check	ed, the following are applicable	to this Security Instrument:	
reduced to a zero ba	lance, this Security Instrument w	ng line of credit provision. Although ill remain in effect until released. s an obligation incurred for the con	-
Fixture Filing. Mo future and that are o	or will become fixtures related to the arbon, photographic or other rep	ty interest in all goods that Mortgag the Property. This Security Instrume production may be filed of record fo	nt suffices as a financing
	nts and agreements of each of the this Security Instrument. [Check a		
Condominium R Additional Te m.	ider Planned Unit Developn	nent Rider X Other Mortgage.	3ider
	2		
	0,5		
any attachments. Mortgagor a page 1.	lso acknowledges receipt of a cop	rms and covenants contained in this by of this Security Instrument on the	e date stated on
☐ If checked, refer acknowledgmer		pcrated herein, for additional Morte	gagors, their signatures and
Signature) ISRAEL TORRES		Signature/ SYJ/VIA TORRES	ence)
Loan Originator Organization	n ID: 402761 Originator II	D: 000001589290	175.
Loan Originator Organization U.S. Bank National Associ		iame: HEDAIAH HUSNI ABUOB	EID
ACKNOWLEDGMENT: STATE OF (Individual) This instrument was by ISRAEL TORF	COUNTY OFacknowledged before me this ES AND SYLVIA TORRES, M	18 THE Day of SACH OTHER	10840140
My commission exp	res: For 23, 2020	THE REAL PROPERTY OF THE PARTY	
CHARLES W LIEDTKE - 1994 Bankers Sy-Official Souled, MA Motory Public - State of H	FR Form USB-REMTG 11/16/2012 6096AD 11/12 Inchs	(Notary Pr	ublic) (page 6 of 6)

1724346169 Page: 8 of 11

UNOFFICIAL COPY

EXHIBIT "A" LEGAL DESCRIPTION

Page: Lof I

Account #: 25376928

Order Date: 06/19/2017

Reference: 20171688115602 Name: ISRAEL TORRES

Deed Ref .. 0709346054

Index #:

Registered Land:

Parcel #: 23-02-405-017-0000

SITUATED IN CIPE COUNTY OF COOK, STATE OF ILLINOIS: LOT 232 IN ELMORE'S HICKORY HEIGHTS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPAL MERIDIAN, D. COOK COUNTY, ILLINOIS.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEY TO BY DEED RECORDED IN DOCUMENT NO. 0709346054, OF THE COOK COUNTY, ILLINOIS RECORDS.



1724346169 Page: 9 of 11

UNOFFICIAL COPY

Mortgage Rider

Lender

U.S. Baria National Association, a national canking association organized under the laws of the United States 425 Walnut Stier. Cincinnati,OH 45201 Owner

ISRAEL TORRES AND SYLVIA TORRES, MARRIED TO EACH OTHER

9318 82ND AVE S

HICKORY HILLS, IL 60457 PARCEL: 23-02-405-017-0000

.

Property Address: 9318 82MD AVE S, HICKORY HILLS, IL 60457

Mortgage Rider

This Mortgage Rider, dated 08/18/2017 is incorporated into and amends the mortgage deed of trust, or security deed (the Security Instrument) of the same date. The Security Instrument covers the Property described above.

Secured Debt

Secured Debt. The Secured Debt and Future Advances (sometimes referred to as Secured Debts) section of the Security Instrument is amended to add the following sentence as the last sentence in the final paragraph:

This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32 or 35 of Regulation Z.

Escrow

Escrow for Taxes and Insurance. The Escrow for Taxes and Insurance section is revised to read as follows:

☐ Escrow for Taxes and Insurance. As provided in a separate agreement, the Mortgagor or Grantor agrees to pay to Lender funds for taxes and insurance in escrow.

Escrow for Taxes and Insurance.
Lender will collect escrow payments from Mortgagor or Grantor as part of Mortgagor or Grantor's regularly scheduled payments under the Loan. Lender will apply Morgagor or Grantor's payments in the following order: (1) payment protection or insurance (if applicable), (2) interest, (3) escrow, (4) yrincipal, and (5) other fees. The escrow funds shall be held in an account with Lender or any other federally insured depository institution.

Mortgagor or Grantor will pay to Lender amounts for (a) yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument, (b) yearly leasehold payments or ground rents (if any), (c) yearly premiums for hazard or property insurance, (d) yearly premiums for flood insurance (if any), and (e) yearly premiums for mortgage insurance (if any).

USB-MTG-R 3/25/2010

Page 1 of 3

Mortgagor or Grantor will pay those amounts to Lender unless Lender tells Mortgagor or Grantor, in writing, that Mortgagor or Grantor does not have to do so. or unless the law requires otherwise. Mortgagor or Grantor will make those payments at the times required by Lender.

Lender will estimate from time to time Mortgagor or Grintor's yearly taxes, assessments, leasand payments or ground rents and insurance premiums, which will be called the Escrow Italis. Lender will use existing assessments and ours and reasonable estimates of future assessments and bills. The amounts that Mortgagor or Gran or pays to Lender for Escrow Items under this section will be called the Funds. Lender will collect and hold Funds in an amount not to excee I the maximum amount a lender for a federally related mortgage loan may require for Mortgagor or Grantor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 (as amended), unless another law that applies to the Funds sets a lesser amount. If so, Lender will collect and hold Funds in the lesser amount.

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Lender will use the Funds to pay the Escrow Items. Lender Will give Mortgagor or Grantor, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge Mortgagor or Grantor for holding or keeping the Funds, for using the Funds to pay Escrow Items, for analyzing Mortgagor or Grantor's payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge Mortgagor or Grantor for these services if Lender pays Mortgagor or Grantor interest on the Funds and if the law permits Lender to make such a charge. Lender may require Mortgagor or Grantor to pay a one-time charge for an independent real estate tax reporting service used by Lender in accordance with the Secured Debts, unless applicable law provides otherwise. Lender will not be required to pay Mortgagor or Grantor any interest or earnings on the Funds unless either (i) Lender and Mortgagor or Grantor agree in writing, at the time Mortgagor or Grantor signed this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender will account to borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is not carticient to pay the Escrow Items when due, Lender may notify borrower in writing, and, in such case, borrower will pay to Lender the arrownt necessary to make up the shortage or deficiency. Borrower shall make up the shortage or deficiency as Lender directs, subject to the requirements of applicable law.

If, by reason of any default under this Security Instrument, Lender declars all Secured Debts due and payable, Lender may then apply any Funds against the Secured Debts.

When Mortgagor or Grantor has paid all of the sums secured, Lender will promptly refund to Mortgagor or Grantor any Funds that are then being held by Lender.

1724346169 Page: 11 of 11

UNOFFICIAL COPY

