

UNOFFICIAL COPY

862566312 45 25 55 61 1

This instrument was prepared by:
FIRST FEDERAL SAVINGS
.OF. HEGEWISCH.....
13220 S. (Same) BALTIMORE
CHICAGO. IL...60633....
dlm (Address)

MORTGAGE

TWENTY FIVE YEARS

13 00

THIS MORTGAGE is made this 10th day of JUNE 19. 86, between the Mortgagor, RICHARD A. SETTY AND GLORIA B. SETTY HIS WIFE (herein "Borrower"), and the Mortgagee, FIRST FEDERAL SAVINGS OF HEGEWISCH a corporation organized and existing under the laws of UNITED STATES OF AMERICA whose address is 13220 S. BALTIMORE AVE. CHICAGO. IL., 60633 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY. EIGHT. THOUSAND. ONE HUNDRED. SEVENTY. FIVE. & NO/100. Dollars, which indebtedness is evidenced by Borrower's note dated JUNE. 10th, 1986. (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE. 12th, 2011.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK State of Illinois:

West 50 feet of the East 558 feet except the South 871 feet of the South West quarter of the North East quarter of Section 30, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 JUN 24 AM 9:37

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0445/0
Permanent Index no: 30-30-215-022
also known as; 2921 172nd STREET LANSING IL 60438
which has the address of 2921. 172nd. street LANSING
[Street] [City]
ILLINOIS 60438 (herein "Property Address");
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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JUN 23 '86 70 60 3450

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CHICAGO, ILLINOIS 60602
125 E. Wacker Drive • Suite 1100 • Chicago, IL 60601-2200
Office of the Clerk of Cook County
FIRST FEDERAL SAVINGS

Willie T.

BOX 333-WJ

(Space Below This Line Reserved For Lender and Recorder)

8-01-2-001051-9

Carlolyn B. Glennday
Notary Public, State of Illinois
My Commission Expires 5/22/90

"OFFICIAL SEAL"

My Commission expires:

Given under my hand and official seal, this 10th day of June 1986

set forth.

..... signed and delivered the said instrument at the free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
..... personally known to me to be the same person(s) whose name(s) are
do hereby certify that RICHARD A. SETTY AND GLORIA B. SETTY, HIS WIFE
I, Carlolyn B. Glennday a Notary Public in and for said county and state,
County ss:

STATE OF ILLINOIS,

COOK

RICHARD A. SETTY Borrower

GLORIA A. SETTY Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

23. Waller of Homestead. Borrower hereby waives all right of homestead exemption in the Property.
10. Borrower. Borrower shall pay all costs of recordation, if any
22. Recession. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge
for recording, or a date certain thereafter, whichever is later, to the principal amount of the
indebtedness recited by this Mortgage, less amounts advanced, discounted, or otherwise applied towards the payment of the
indebtedness, or otherwise provided for in the Note. At no time shall the principal amount of the
indebtedness advanced to Borrower, with interest thereon, exceed the balance due on this Mortgage, when
entitled to receive payment following judicial sale. Lender, in person, by agent or by attorney
of any period of redemption following judicial sale, shall be entitled to receive payment
from the Property, and collection of the Property prior to the expiration
of any period of redemption following judicial sale. Lender, in person, by agent or by attorney
shall be entitled to receive payment of the Property, prior to the expiration
hereby assuring to Lender the right to collect from such persons as they become payable.
20. Assignment of Remedy; Acceleration of Remedies. Lender is possessed of the Property, prior to acceleration under Paragraph 18
hereby assuring to Lender the rights of the Property, provided that Borrower shall, prior to acceleration
of any other remedies, accept a written assignment of the Property under Paragraph 18
prior to entry of a judgment entitling Lender to recover all sums which would be then due under
this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration accrued; (b) Borrower cures all
breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable
expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in
enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and
in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such
(d) Borrower takes such covenants as Lender may reasonably require to assure that the lien of this Mortgage, Lenders' interest
in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired, unless
enforced by Lender in accordance with the provisions of this Mortgage, but not limited to, reasonable attorney's fees; and
no acceleration had occurred.

20. Assignment of Remedies; Acceleration of Remedies. Lender is possessed of the Property, prior to acceleration under Paragraph 18
hereby assuring to Lender the rights of the Property, provided that Borrower shall, prior to acceleration
of any other remedies, accept a written assignment of the Property under Paragraph 18
prior to entry of a judgment entitling Lender to recover all sums which would be then due under
this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration accrued; (b) Borrower cures all
breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable
expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in
enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and
in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such
(d) Borrower takes such covenants as Lender may reasonably require to assure that the lien of this Mortgage, Lenders' interest
in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired, unless
enforced by Lender in accordance with the provisions of this Mortgage, but not limited to, reasonable attorney's fees; and
no acceleration had occurred.

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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1. Payment of Principle and Interest. Borrower shall promptly pay when due the principal of and interest on the unpaid advances evidenced by the Note.

2. Funds for Taxes and Insurance. Subject to a written waiver by Lender, and subject to time by Lender on the basis of assessments of principal and interest of the year, all plus one-twelfth of yearly premiums for mortgage, and ground rents on the property, if any, all plus reasonable estimates from a sum (herein "Funds"), equal to one-twelfth of the yearly taxes and assessments which may attach prior to this date to time by Lender in an institution, Lender shall apply the Funds to pay said taxes, assessments, state agency (including Lender if Lender is such an institution), Lender shall apply the Funds to pay said taxes, assessments, or very large and complicated said bills, unless under the Fund's authority established by a Federal or state agency (including Lender if Lender is such an institution), Lender shall apply the Funds to pay said taxes, assessments, or reasonable premiums and ground rents as they fall due, either by Lender or the Funds held by Lender, and to make such a charge for holdings and payments of principal and interest as the Funds held by Lender for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amounts of the Funds held in an institution the deposits or accounts of which are insured by a Federal or state agency (including Lender if Lender is such an institution), Lender shall apply the Funds to pay said taxes, assessments, or reasonable premiums and ground rents as they fall due, either by Lender or the Funds held by Lender, and to make such a charge for holdings and payments of principal and interest as the Funds held by Lender for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date when paid to Lender, no later than immediately prior to the sale of the Property is sold or the Property is otherwise acquired by Lender, any Funds held by Lender at the time of payment by Lender shall be applied against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied first to Lender first in payment of amounts payable to Lender by Borrower under paragraphs 1 and 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

The Property which may attain by Lender in such taxes, if any, in the manner provided under paragraph 2 hereof, shall pay all taxes, assessments, or reasonable charges in full due, either by Lender or the Funds held by Lender, and to make such a charge for holding and paying the amounts of principal and interest due to Lender by reason of the amounts and renewals of principal and interest payable by Lender under the Note.

4. Charge; Lenses. Borrower shall pay all taxes, assessments, or reasonable charges, fines and impossibilities to Lender under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

The Property which may attain by Lender in such taxes, if any, in the manner provided under paragraph 2 hereof, shall pay all taxes, assessments, or reasonable charges in full due, either by Lender or the Funds held by Lender, and to make such a charge for holding and paying the amounts of principal and interest due to Lender by reason of the amounts and renewals of principal and interest payable by Lender under the Note.

5. Hazard Insurance. Borrower shall furnish to Lender all insurance policies held by Lender to pay the expense of such losses by fire, hazards included within the term "Excluded Coverages," and now existing or heretofore received on the Property or any part thereof, such coverage exceeding that amount of coverage required to pay the expense of such losses if not made payable by Borrower.

The insurance carrier providing the insurance shall be liable to Lender for insurance benefits to the extent that such notice of cancellation or termination or nonrenewal of the policy is given to Lender prior to the date specified in favor of and in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender by Borrower.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender by Borrower, or if the policy is terminated, renewed or nonrenewed, such notice of cancellation or termination or nonrenewal shall be given to Lender prior to the date specified in favor of and in form acceptable to Lender by Borrower.

6. Preservation and Maintenance; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment of the improvements to the extent provided in the provisions of any lease if this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of the obligations under the declaration or condominium or a planned unit development, if this Mortgage is on a unit in a planned unit development or condominium or a planned unit development, or if this Mortgage is on a unit in a planned unit development or a planned unit development, or if this Mortgage is on a unit in a planned unit development.

7. Protection of Lenders' Security. If Borrower fails to perform the covenants and agreements contained in this instrument or if any action of proceeding is commenced which materially affects Lender's interests in the Property, Mortgagor, or if it duly acting as Lender at Lender's option, upon notice to Borrower, may make such modifications in the instrument or in any agreement, code of conduct, or arrangement of proceedings involving a bankruptcy or reorganization, then Lender, in addition to the remedies available to Lender under the instrument or agreement, may exercise its rights under the instrument or agreement to the extent permitted by law, or to the extent that such action or proceeding does not impair the covenants and agreements of Lender, or to the extent that such action or proceeding does not impair the title of Lender, or to the extent that such action or proceeding does not impair the rights of Lender under the instrument or agreement, or to the extent that such action or proceeding does not impair the rights of Lender under the instrument or agreement.

8. Assignment of Mortgagor's Rights. Lender may assign his rights under this instrument or any other instrument of record or otherwise to any third party, provided that such assignment does not affect the rights of Lender under this instrument or any other instrument of record or otherwise.

9. Waiver of Jury Trial. Lender and Borrower, by their signatures on or initials before the signature of any instrument, do hereby waive trial by jury in any action or proceeding brought against Lender or Borrower, by either of them, or by any third party, by either of them, in respect of any claim based on any provision of this instrument or any other instrument of record or otherwise.

10. Miscellaneous. Lender and Borrower, by their signatures on or initials before the signature of any instrument, do hereby waive trial by jury in any action or proceeding brought against Lender or Borrower, by either of them, or by any third party, by either of them, in respect of any claim based on any provision of this instrument or any other instrument of record or otherwise.

11. Governing Law. This instrument shall be governed by the laws of the State of New York.

12. Further Advances. Borrower shall pay all charges as provided in the Note, and the principal of and interest on the unpaid advances evidenced by the Note.

13. Waiver of Trial by Jury. Lender and Borrower, by their signatures on or initials before the signature of any instrument, do hereby waive trial by jury in any action or proceeding brought against Lender or Borrower, by either of them, or by any third party, by either of them, in respect of any claim based on any provision of this instrument or any other instrument of record or otherwise.

14. Arbitration. Lender and Borrower, by their signatures on or initials before the signature of any instrument, do hereby waive trial by jury in any action or proceeding brought against Lender or Borrower, by either of them, or by any third party, by either of them, in respect of any claim based on any provision of this instrument or any other instrument of record or otherwise.

15. Miscellaneous. Lender and Borrower, by their signatures on or initials before the signature of any instrument, do hereby waive trial by jury in any action or proceeding brought against Lender or Borrower, by either of them, or by any third party, by either of them, in respect of any claim based on any provision of this instrument or any other instrument of record or otherwise.

16. Waiver of Jury Trial. Lender and Borrower, by their signatures on or initials before the signature of any instrument, do hereby waive trial by jury in any action or proceeding brought against Lender or Borrower, by either of them, or by any third party, by either of them, in respect of any claim based on any provision of this instrument or any other instrument of record or otherwise.

17. Governing Law. This instrument shall be governed by the laws of the State of New York.

18. Further Advances. Borrower shall pay all charges as provided in the Note, and the principal of and interest on the unpaid advances evidenced by the Note.

19. Waiver of Trial by Jury. Lender and Borrower, by their signatures on or initials before the signature of any instrument, do hereby waive trial by jury in any action or proceeding brought against Lender or Borrower, by either of them, or by any third party, by either of them, in respect of any claim based on any provision of this instrument or any other instrument of record or otherwise.

20. Miscellaneous. Lender and Borrower, by their signatures on or initials before the signature of any instrument, do hereby waive trial by jury in any action or proceeding brought against Lender or Borrower, by either of them, or by any third party, by either of them, in respect of any claim based on any provision of this instrument or any other instrument of record or otherwise.

21. Further Advances. Borrower shall pay all charges as provided in the Note, and the principal of and interest on the unpaid advances evidenced by the Note.

22. Waiver of Trial by Jury. Lender and Borrower, by their signatures on or initials before the signature of any instrument, do hereby waive trial by jury in any action or proceeding brought against Lender or Borrower, by either of them, or by any third party, by either of them, in respect of any claim based on any provision of this instrument or any other instrument of record or otherwise.

23. Miscellaneous. Lender and Borrower, by their signatures on or initials before the signature of any instrument, do hereby waive trial by jury in any action or proceeding brought against Lender or Borrower, by either of them, or by any third party, by either of them, in respect of any claim based on any provision of this instrument or any other instrument of record or otherwise.

24. Further Advances. Borrower shall pay all charges as provided in the Note, and the principal of and interest on the unpaid advances evidenced by the Note.

25. Waiver of Trial by Jury. Lender and Borrower, by their signatures on or initials before the signature of any instrument, do hereby waive trial by jury in any action or proceeding brought against Lender or Borrower, by either of them, or by any third party, by either of them, in respect of any claim based on any provision of this instrument or any other instrument of record or otherwise.

26. Miscellaneous. Lender and Borrower, by their signatures on or initials before the signature of any instrument, do hereby waive trial by jury in any action or proceeding brought against Lender or Borrower, by either of them, or by any third party, by either of them, in respect of any claim based on any provision of this instrument or any other instrument of record or otherwise.

27. Further Advances. Borrower shall pay all charges as provided in the Note, and the principal of and interest on the unpaid advances evidenced by the Note.

28. Waiver of Trial by Jury. Lender and Borrower, by their signatures on or initials before the signature of any instrument, do hereby waive trial by jury in any action or proceeding brought against Lender or Borrower, by either of them, or by any third party, by either of them, in respect of any claim based on any provision of this instrument or any other instrument of record or otherwise.

29. Miscellaneous. Lender and Borrower, by their signatures on or initials before the signature of any instrument, do hereby waive trial by jury in any action or proceeding brought against Lender or Borrower, by either of them, or by any third party, by either of them, in respect of any claim based on any provision of this instrument or any other instrument of record or otherwise.

30. Further Advances. Borrower shall pay all charges as provided in the Note, and the principal of and interest on the unpaid advances evidenced by the Note.

31. Waiver of Trial by Jury. Lender and Borrower, by their signatures on or initials before the signature of any instrument, do hereby waive trial by jury in any action or proceeding brought against Lender or Borrower, by either of them, or by any third party, by either of them, in respect of any claim based on any provision of this instrument or any other instrument of record or otherwise.

32. Miscellaneous. Lender and Borrower, by their signatures on or initials before the signature of any instrument, do hereby waive trial by jury in any action or proceeding brought against Lender or Borrower, by either of them, or by any third party, by either of them, in respect of any claim based on any provision of this instrument or any other instrument of record or otherwise.

33. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied first to the Note of the Lender held by Lender.

34. Insurance. Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date when paid to Lender by Lender, any Funds held by Lender at the time of payment by Lender.

35. Payment of Taxes and Insurance. Lender shall pay to Lender all sums secured by this Mortgage.

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