

UNOFFICIAL COPY



NORTHBROOK TRUST & SAVINGS BANK
1200 Shermer Road
Northbrook, IL 60062

A0015424

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JUN 10K

MORTGAGE

87424896

THIS MORTGAGE ("Security Instrument") is given on
19 The mortgagor is Robert W. Hunt, Jr. and Kathryn G. Hunt (J)

("Borrower"). This Security Instrument is given to NORTHBROOK TRUST & SAVINGS BANK
which is organized and existing under the laws of Illinois, and whose address is
1200 Shermer Road, Northbrook, IL 60062 ("Lender").
Borrower owes Lender the principal sum of TWO HUNDRED FIFTEEN THOUSAND AND NO/100-----

----- Dollars (U.S. \$ 215,000.00). 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 This Security Instrument secures to Lender: (a) the repayment of the debt, evidenced by the Note, with interest, and all renewals, extensions and modifications; (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:

PARCEL 1: That part of Lot 10 described as follows: beginning at the intersection of the southwesterly line of said lot and the curved front line of said lot, being the street line of Elm Court, thence Northeasterly along said curved front lot line 15 feet; thence Northwesterly to a point on the curved Northwesterly line exactly midway between the points where the Southwesterly side and the Northeasterly side of said Lot 10 respectively intersect said Northwesterly line; thence Southerly along said curved Northwesterly line to the South West corner of said Lot 10; thence Southeastly along the Southwesterly line of said lot to the place of beginning and also all of Lot 11 (except that part thereof described as follows: beginning at the South East corner of said Lot 11; thence North along the front lot line 5 feet; thence Northwesterly to a point on the West line of said Lot 11, 20 feet North from the South West corner thereof; thence South along said West line to the South West corner of said Lot 11; thence East along the South line of said lot to the place of beginning) in Swainwood, a subdivision of that part of the North half of the North West quarter of Section 35, Township 42 North, Range 12, East of the Third Principal Meridian, and part of Lots 16 and 17 and 18 in C. D. Ragen's Subdivision of part of Sections 26, 27 and 34, Township 12 North, Range 12, East of the Third Principal Meridian, according to the plat of said subdivision recorded September 16, 1939 as document 12369399 in Book 330 of Plats, Pages 22 to 23; **ALSO** **PARCEL 2:** Lot "E" in Swainwood Unit No. 3, being a subdivision of part of the North half of the North West quarter of Section 35, Township 42 North, Range 12, East of the Third Principal Meridian, and or part of Lots 16 and 17 in C. D. Ragen's subdivision of part of Sections 26 and 27 and 34, Township 42 North, Range 12, East of the Third Principal Meridian, all in Cook County, Illinois, which has the address of 1244 Elm Court, Glenview (City)

87424896

Illinois 60025 ("Property Address");
[Zip Code]

Permanent Real Estate Index Number: 04-34-209-014 **BEO 340 ALL**
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 rights and stock and all fixtures now or hereafter a part of 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."

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 Property 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Tammy Skolke

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1987

" OFFICIAL SEAL "
WALTER J. STARCK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/13/91

Notary Public
[Signature]

My Commission expires:

87424896

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$15.25
#1111 TRAN 3433 08/03/87 09:01:00
#2323 # 5-07-424896
COOK COUNTY RECORDER

SIGNED *[Signature]* Robert W. Hunt, Jr.
SIGNED *[Signature]* Kathryn G. Hunt

DATE 7/21/87

25. MORTGAGORS DO FURTHER COVENANT AND AGREE THAT THEY WILL NOT TRANSFER OR CAUSE TO BE TRANSFERRED OR SUFFER ANY INVOLUNTARY TRANSFER OF ANY INTEREST, WHETHER LEGAL OR EQUITABLE, AND WHETHER POSSESSORY OR OTHERWISE IN THE MORTGAGED PREMISES, TO ANY THIRD PARTY SO LONG AS THE DEBT SECURED HEREBY SUBSISTS, WITHOUT THE ADVANCE WRITTEN CONSENT OF THE MORTGAGEE OR ITS ASSIGNS, AND FURTHER THAT IN THE EVENT OF ANY SUCH TRANSFER BY THE MORTGAGORS WITHOUT THE ADVANCE WRITTEN CONSENT OF THE MORTGAGEE, OR ITS ASSIGNS, THE MORTGAGEE OR ITS ASSIGNS MAY, IN ITS OR THEIR SOLE DISCRETION, AND WITHOUT NOTICE TO THE MORTGAGOR, DECLARE THE WHOLE OF THE DEBT HEREBY SECURED IMMEDIATELY DUE AND PAYABLE.

24. THE BANK DOES NOT INTEND NOR IS IT OBLIGATED TO RENEW THIS NOTE AT THE END OF THE MATURITY STATED ABOVE.

This rider is attached hereto and made a part hereof this mortgage dated in the amount of \$ 215,000.00

RIDER

87424896

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

19. 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 paragraphs 13 and 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. 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.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

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

Robert W. Hunt Jr. (Seal)
 ---Borrower

Kathryn G. Hunt (Seal)
 ---Borrower

_____(Seal)
 ---Borrower

_____(Seal)
 ---Borrower

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS,

County ss:

I, WALTER J. STARCK, a Notary Public in and for said county and state, do hereby certify that ROBERT W. HUNT JR. + KATHRYN G. HUNT, personally known to me to be the same person(s) whose name(s)

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of JULY, 19 87

My Commission expires:

Walter J. Starck
Notary Public



1525

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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument 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 Property 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, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and additions shall also be covered by this Security Instrument. All of the hereafter a part of 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."

Permanent Real Estate Index Number: 04-34-209-014
BEO 300 ALL

Illinois 60025 (Zip Code)
("Property Address")

(City)

1244 Elm Court, Glenview

which has the address of 42 North, Range 12, East of the Third Principal Meridian, all in Cook County, Illinois, 16 and 17 in C. D. Ragen's subdivision of part of Sections 26 and 27 and 34, Township 42 North, Range 12, East of the Third Principal Meridian, and a part of Lots a subdivision of part of the North half of the North West quarter of Section 35, PARCEL 2; Lot "E" in Swainwood Unit No. 3, being said subdivision recorded September 16, 1939 as document 12369399 in Book 330 of 12 North, Range 12, East of the Third Principal Meridian, according to the plat of and 17 and 18 in C. D. Ragen's subdivision of part of Sections 26, 27 and 34, Township 42 North, Range 12, East of the Third Principal Meridian, and part of Lots 16 a subdivision of that part of the North half of the North West quarter of Section 35, thence East along the South line of said lot to the place of beginning in Swainwood, thereof; thence South along said West line to the South West corner of said Lot 11; point on the West line of said Lot 11, 20 feet North from the South West corner said Lot 11; thence North along the front lot line 5 feet; thence Northwesterly to a (except that part thereof described as follows: beginning at the South East corner of the Southwesterly line of said lot to the place of beginning and also all of Lot 11 Northwesterly line to the South West corner of said lot 10; thence Southeasterly along 10 respectively intersect said Northwesterly line and the Northwesterly side of said lot between the points where the Southwesterly side and the Northwesterly side of said lot feet; thence Northwesterly to a point on the curved Northwesterly line exactly midway street line of Elm Court, thence Northwesterly along said curved front lot line 15 the southwesterly line of said lot and the curved front line of said lot, being the PARCEL 1: That part of Lot 10 described as follows: beginning at the intersection of located in Cook County, Illinois:

87424896

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 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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:

Dollars (U.S. \$ 215,000.00

Borrower owes Lender the principal sum of TWO HUNDRED FIFTEEN THOUSAND AND NO/100 ("Lender"), which is organized and existing under the laws of ILLINOIS, and whose address is 1200 Sherman Road; Northbrook, IL 60062

("Borrower"): This Security Instrument is given to NORTHBROOK TRUST & SAVINGS BANK

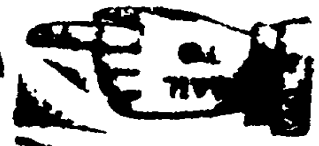
19 The mortgagors is Robert W. Hunt, Jr. and Kathryn G. Hunt (J)

MORTGAGE

87424896

(Space Above This Line For Recording Data)

Northbrook Trust + Savings
1200 Sherman Road
Northbrook IL 60062



87424896

Tammy Sklar

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; 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 paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any 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 had no acceleration 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 paragraphs 13 or 17.

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UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attach to the Property; (b) yearly mortgage insurance premiums, if any; (c) yearly hazard insurance premiums; and (d) yearly leasehold payments or ground rents on the Property. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.
- 3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due; and last, to principal due.
- 4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property, including taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property, in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them in time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.
- 5. Hazard 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 for which Lender requires insurance. This insurance shall be maintained in the amount 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.
- 6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property; Mortgage Insurance.** 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 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.
- 8. Amounts Disbursed by Lender under this Paragraph 7.** Lender 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.

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 19 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.

Borrower shall immediately prior to the acquisition:

- (a) unless Lender and Borrower otherwise agree in writing, insure the Property with an insurance carrier that offers to settle a claim, then 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.
- (b) unless Lender and Borrower otherwise agree in writing, insure the Property with an insurance carrier that offers to settle a claim, then 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.
- (c) unless Lender and Borrower otherwise agree in writing, insure the Property with an insurance carrier that offers to settle a claim, then 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.

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