

UNOFFICIAL COPY

87618614

DEPT. OF RECORDING
JAN 11 1988 11:11 AM '88
COOK COUNTY CLERK

This instrument prepared by _____ and should be returned to: _____ [Space Above This Line for Recording Data]

Michele E. Miller
The First National Bank of Chicago
One First National Plaza
Suite 0049
Chicago, Illinois 60670-0049

MORTGAGE

74748-3

THIS MORTGAGE ("Security Instrument") is given on November 03, 1987.
The mortgagor is J. Stephen Beckman and Barbara A. Beckman, married to each other.

This Security Instrument is given to THE FIRST NATIONAL BANK OF CHICAGO ("Borrower") which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS, 60670 ("Lender"). Borrower owes Lender the principal sum of THREE HUNDRED THOUSAND AND NO/100 Dollars (U.S. \$ 300,000.00). 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 December 01, 2002. 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:

Lot 2 in Hibbard Road Addition to Winnetka, a Subdivision of parts of Lots 5, 6, and 7 (taken as one tract) in Higgins Estate Subdivision of the North East quarter of the South East quarter of Section 18, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois according to the Plat of said Subdivision recorded April 9, 1954 as document 15877252, (except that part of said Lot 2 described as follows: Beginning at a point in the West line of said Lot 2, 100 feet South of the North West corner thereof; thence Easterly along a curved line having a radius of 50 feet, convex Southerly (being the Southerly line of Trapp Lane, a private road) 13.0 feet, as measured along the chord; thence Southerly along a line, which extended, would intersect the South line of Lot 3 in said Hibbard Road Addition to a point 13.0 feet West of the South East corner of said Lot 3, 76.21 feet to the West line of said Lot 2 and thence North along said West line, 73.34 feet to the place of beginning:

Also:

Parcel 2: That part of Lot 3 in Hibbard Road Addition to Winnetka, a Subdivision of parts of Lots 5, 6, and 7 (taken as one Tract) in Higgins Estate Subdivision of the North East quarter of the South East quarter of Section 18, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded April 9, 1954 as document 15877252 described as follows: beginning at the South East corner of said Lot 3; thence West along the South line thereof, 13.0 feet; thence Northerly along a line, which extended, would intersect the Southerly line at Trapp Lane at Trapp Lane, a private road (being a curved line of 50 feet radius drawn about a point in the East line of said Lot 3, 50 feet South of the North East corner thereof) at a point in the Southerly line of Trapp Lane, 13.0 feet Easterly of (As measured along the chord) from a point in the East line of said Lot 3 100 feet South of the North East corner) a distance of 76.87 feet to the East line of said Lot 3 and thence South along said East line 76.02 feet to the place of beginning:

Also:

Parcel 3: Easement for benefit of Parcels 1 and 2 as established in Decree entered on June 26, 1935 and supplemental Decree entered August 9, 1937 in Case Number 3406741 in Circuit Court of Cook County, Illinois as created by Deed from Winnetka Trust and Savings Bank, Trustee under Trust Number A-129 to Frank Katzin and Margaret Katzin, his wife dated October 14, 1952 and recorded June 16, 1953 as document 15527127 and as amended by Deed recorded January 27, 1954 as document 15820800 for ingress and egress over and upon the following described premises: That part of Lot 6 of Subdivision of the North East quarter of the South East quarter of Section 18, Township 42 North, Range 13 East of the Third Principal Meridian, as recorded March 4, 1875 in the Recorder's Office of Cook County, Illinois in Book 9 of Plats Page 61 as document 16404 bounded and described as follows: Beginning at a point in the West line of Hibbard Road 265.5 feet North of the South line of Lot 7 in said Subdivision thence West parallel with the South line of said Lot 7, 319 feet thence Westerly 437.45 feet to a point 229.5 feet South of the North line of Lot 6 and 528 feet East of the West line of Lot 6 in said Subdivision; thence South parallel with the West line of said Lot 7, 18 feet; thence West parallel with said North line of Lot 6, 3.60 feet to the North East corner of the West 3 acres of those parts of Lots 5, 6, and 7, lying South of a line which is

which has the address

Illinois 60093
(Zip Code)

TOGETHER WITH
interest, rents, royalties,
and all other benefits and
advantages in any way
attaching to or in any way
going to the property,
going is referred to

Borrower's
mortgage, grant and
Borrower warrants an
encumbrances of record

THIS SECURITY INSTRUMENT
variations by jurisdiction

ILLINOIS—Single Family
DEC. 1958 (R-2-86)

012137084

PARCEL 1, 2

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1600
2/83

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Also beginning: line of Hibbard Road, thence North 30 feet to point of Parcel 4: An Easement for the benefit of Parcel 1 and 2 created by Grant made by Robert D. Gordon and others to Frank Katzin and

NON UNIFORM COVENANTS. Borrower and Lender further covenant 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 date of 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. Rider 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

Addendum to Adjustable Rate 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.

(Seal) J. Stephen Beckman

(Seal) Barbara A. Beckman

(Seal) Borrower

(Seal) Borrower

STATE OF ILLINOIS, Cook County ss:

I, Cosetta Dawson, a Notary Public in and for said county and state, do hereby certify that

Barbara A. Beckman, married to each other

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 subscribed to the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of November, 1987. My Commission expires: April 19, 1990.

Notary Public
Cosetta Dawson

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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to conform to the requirements of the Uniform Code of Real Property Act and the Uniform Real Property Law. The Borrower grants and conveys the Property and has the right to mortgage, grant and convey the Property is unencumbered, except for 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 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".

which has the address of 1350 Trapp Lane, (Street) Winnetka, Illinois 60093 (Property Address); REAL ESTATE TAX ID #05-188-402-075 (Zip Code)

87618614

Property of Cook County Clerk's Office

THIS MORTGAGE is made this 1st day of August, 1987, between The First National Bank of Chicago, Chicago, Illinois, as Lender, and Barbara A. [Name], as Borrower. The mortgage is made in accordance with the terms and conditions set forth in the Security Instrument attached hereto and incorporated herein by reference.

This instrument and should be recorded in Cook County, Illinois, in the name of the First National Bank of Chicago, Chicago, Illinois, as Lender, and Barbara A. [Name], as Borrower.



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Borrower's name
Lender's name
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formance
Borrower does

18/07 11 05 90
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NON UNIFORM COVENANTS. Borrower and Lender further covenant 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
- Addendum to Adjustable Rate 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.

J. Stephen Beckman
J. Stephen Beckman (Seal)
Borrower

Barbara A. Beckman
Barbara A. Beckman (Seal)
Borrower

..... (Seal)
Borrower

..... (Seal)
Borrower

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, Cook County ss:

I, Cosetta Dawson, a Notary Public in and for said county and state, do hereby certify that J. Stephen Beckman and Barbara A. Beckman, married to each other

personally known to me to be the same person(s) whose name(s) ^{are} 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 9th day of November, 1987. My Commission expires: April 19, 1990.

Cosetta Dawson
Notary Public

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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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from Lender to Borrower requesting payment.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice given to Borrower.

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.

6. **Preservation and Maintenance of Property; Leasehold.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach or priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on 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.

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 amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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 or priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. 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.

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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, not later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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