UNOFFICIAL COPY - -

1587 MR 23 FR 12 39

87151469



87151469

LYONS FEDERAL TRUST and Savings Bank

MORTGAGE

Borrower:	Richard F. irzyminski
	90x.
	Laura M. Krzyminski
	12741 S. Kenneth Unit D
	Ti
Date	March 13, 1987

87151469

XX. ASSIGNMENT OF RENTS — AP TO IT JUST OF FECE VEH. LENDER IN POSSESSION

As additional security hereunder. Borrower hirebyle segment Limiter the reput of the Property provides manufacturer shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property have the right in soll of any sectoral size they be come due and payable.

Upon acceleration under paragraph 18 hereof 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. All 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 feets, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually receiver.

XXI. FUTURE ADVANCES

Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advances in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$____XXVE____. gage, exceed the original amount of the Note plus US \$.

XXII. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note interest rate may be increased or decreased on the day after the second business day of every month.

Changes in the interest rate are governed by changes in the Annual Percentage Rate (APR) which is equal to the Index plus one and one-half (1.5.%) percentage points. The Index is the prime interest rate as established and amounced from time to time by Chase Manhattan Bank, N.A., of New York as set and established as of the day after the second business day of each month. In the event that the prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., of New York shall be used. However, the Annual Percentage Rate (APR) shall be used. aforesaid, shall take effect prospectively as of the effective date of any change in the Index.

There is no maximum limit on changes in the interest rate at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result igher payments. Decreases in the interest rate will result in lower payments. in higher payments. Decreas

XXIII. LOAN CHARCES

It could be that the loan secured by this Mortgage is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collecter, or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (a) any such loan charge shall be reduced by the amount increasing 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 the Borrow

XXIV. REVOLVING CREDIT

on the date hereof.

XXV. PRINCIPAL RESIDENCE

In the event that all of the Borrowers cease to use the property as their principal residence, then Lender may, at Lender's option, declare all the sums secured by this Mortgage immediately due and payable

XXVI. RELEASE

Upon payment of all sums secured by this Mortgage, Lengthall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any

XXVII. WAIVER OF HOMESTEAD

Borrower hereby waives all right of homestead exemption in the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holders of any mortgage, deed of trust or other end forence with a lien which has priority over this Murtgage to give

action.	r, at Lender's address set lotal o	i bede oue or ans moriged	0,0121,001201	>	
IN WITNES	SS WHEREOF, Borrower,has e	xecuted this Mortgage.	. 0	•	_
Ruland	7. Knerment	· .	Lama n	Bingmisole	<u> </u>
Borrower Ric	chard F. Arzyminski		Bonower Laura	M. Kczyminski	
Borrower			Borrower	0.	
This instrument	was prepared by: Sherr	ri A. Weber		$O_{x_{-}}$	
trus inscionario	was proposed by	N/			OC-
	O FEDERAL TRUICT AND CAN	INCC DANK		1/0	•4
	IS FEDERAL TRUST AND SAV Imer Loan Department		AD_ 900 TO	Co	<u></u>
	22nd Street	5	OX 333—CA /	CV	27
Lomo	ard, Illinois 60148		\\/		151469
			VO		6
STATE	Illinois)			မ
) SS :			
COUNTY	Du Page)			
I	Connie E. Benson		a Notary Public in a	and for said county and state, do he	reby certify that
Ric	nard F. Krzyminski I	married to Laura	M. KEZYRLINSKI	appeared before me this day in peroc	on, and acknowl-
edged that ±	he _v_ signed and delivered	the said instrument as 1	DEXT free and voluntary ac	d, for the uses and purposes therei	n set forth.
Given unde	er my hand and official seal, th	s <u>13th</u> day of	March	, ₁₉ 87	
			Λ	. a 0	_
		-~~~	Conn	ie & Denson	
			<u></u>	Notary Public	-
	HOROGENIA SI	·			
My Commission	Expres:	ising the second second			
	States: Property State Notice Translate State Motory Translate State Motory Translate State	ong sammer (f. 1994). Same i State (1994).			
	My Co amindian Ex	Little Land			
		-			

If Borrower fails to perform the core fluis and to earliest contained in this Mogga by or last actionally properly is commerced which materially affects Lender's interest in the Property is chained, but lot lasted to empress an encoded proceedings in the property is chained, but lot lasted to empress an encoded proceeding in the latter at Lender's option, spon to the following an encoded proceeding in the subject and the such such accounts in necessary to protect Lender's interest, including, but not limited to discussement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the Premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay when due the amount of all mortgage insurance premiums directly to the insurance camer

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 Lenger 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 taw, 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 bereunder.

VIII. INSPECTION

Lender may make or cause to be made reasonable entires 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

87151.169

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

If the Property is abandoned by Borrower, or if, after notice to Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 10 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 Morigage.

Unless Lender and Boyrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the inthly installments (efe. do in paragraph 1 and 2 hereof or charge the amount of such installments.

X. BORROWER NOT RELEASED

Extension of the time for pryment 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 successor in interest. Lender shall not be required to commence proceedings against with successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand malourly the original Borrower and Borrower's successors in interest.

XI. FOREBEARANCE BY LENDER POT A WAIVER

Any forebearance by Lender in exercise no any right or remedy hereunder, or otherwise afforced by applicable law, shall not be a warver 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 warver of Lender's right to accelerate the maturity of thur indebtedness secured by this Mortgage.

XII. 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 successivily

XIII. SUCCESSOR AND ASSIGNS BOUND -- JOINT AT D SEVERAL LIABILITY -- CO-SIGNERS -- CAPTIONS

The covenants and agreements herein contained shall uru, and the rights hereunder shall indue to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereil. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-sign in this Mortgage only to mortgage, grant and convey that Borrower's interest in Property to Lender under the terms of this Mortgage; (b) is not personally liable to in the Note or under this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forebear, or make any other ar continuotations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property. The captions and headings of the paragraphs of this Mortgage are for convenience only and are in in the used to interpret or define the provisions hereof.

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 Propert. 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 in all, 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 ren to Borrower or Lender when given in the manner designated herein.

XV. UNIFORM MORTGAGE - GOVERNING LAW - SEVERABILITY

This form of mortgage combines uniform covenants for national use and non-uniform owens its 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 our lict shall not affect other provisions of this Mortgage the Note which can be given effect without the conflicting provisions, and to this end the provisions of the April gage and the Note are declared to be severable.

XVI. BORROWER'S COPY

Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

XVII. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER - ASSUMPTION

If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Bor ower is sold or transferred and Borron If all or arry part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borlower is sold or transferred and borrower is not a natural person) without Lender's prior written consent, excluding Lender may, at Lender's option, declars. "It is sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by fluor, all law as of the date of this Mortgage. 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 sale occurs by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph to 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 there is a transfer of the Property subject to this paragraph, Lender may require (1) an increase in the currer. Note interest rate; or (2) a change in the Index; or (3) an increase in the option to accelerate in this earner. provided in this paragraph 17.

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 and remodies permitted by paragraph. 18 hereot.

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

87151469

XVIII ACCELERATION - REMEDIES

EXCEPT AS PROVIDED IN PARAGRAPH 17 HEREOF, UPON BORROWER'S BREACH OF ANY COVENANTS OR AGREEMENTS 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 10 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 FORECLOSERS, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES. AND COST OF DOCUMENTARY EVIDENCE. ABSTRACTS AND TITLE REPORTS. EXCEPT AS PROVIDED IN PARAGRAPH 17 HEREOF, UPON BORROWER'S BREACH OF ANY COVENANTS OR AGREEMENTS OF BORROWER

XIX. 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 prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other coverants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the coverants 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 (d) Borrower takes such action as Lender may reasonably require to assure that the sen of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

UNOFFICIAL COPY 7707913048

MORTGAGE

THIS	MORTGAGE IS	made this <u>13th</u> o	day of March	.	, 19	9 <u>87</u>	between the Mortgad	x
	Richard F.	Krzyminski m	arried to Lat	ıra M. Kı	czyminski			
(herein "Burrow	wor"), and the M	ortgagee, LYONS FEI	DERAL TRUST AND	SAVINGS BA	NK, a federally			
MALEDEAS	C Domonio io io	debted to Lender in the	to mus legislation of	Twen:	y~Seven T	housand	and 00/100***	*****
indebtedness is as provided in t	s evidenced by the Note, with the	Sorrower's note dated ne balance of the inde	March 13, bledness, if not soor	1987 her paid, due	and payable of	(herein "No Marc	th 13, 1997	nthly installments
thereon, advance contained; and (Advances"). Bo	ced in accordance (b) the repayment or ower does he	the repayment of the interest that of any future advance reby mortgage, grant state of	he security of this Mo es, with interest there and convey to Lende	rtgage, and the on, made to f	ne performance : Sorrower by Len	of the covers der pursuant	ints and agreements o to paragraph 21 herec	of Borrower herein of (herein "Future
,	THE FOLLOW	RONNE TREE CO TOUS DESCRIBED TEET OF SOUTH	LOTS 21, 22,	23, IN	2ND RAUEN	i's subdi	IVISION OF THE	£
	EAST 408 F		106.7 FEET OF					OF.

UNIT D IN RONNE TREE CONDOMINIUM NO. 11, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED LOTS 21, 22, 23, IN 2ND RAUEN'S SUBDIVISION OF THE EAST 408 FEET OF SOUTH 106.7 FEET OF THE NORTH 1110 FEET OF THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25955910 TOGETHER WITH AND UNDER PERCENTAGE OF THE COMMON ELEMENTS ALL IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s). 24-34-113-033-1004

which has the address of 12741 S. Kenneth Unit D, Alsip, Illinois 60658 (herein "Property Address"):

TOGETHER with all the improvements now or harrofter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and writer 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 runt 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) and herein referred to as the "Property".

Borrower covenants that Borrower is lewfully seized of the instate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is not encumbered, except by a first mortgage ien in favor of <u>Malecky Builders</u> in original principal amount of \$\frac{40}{000}\frac{00}{000}\frac{00}{000}\frac{00}{000}\frac{0000}{000}\frac{000}{000}\frac{000}{000}\frac{000}{000}\frac{000}{000}\frac{000}{000}\frac{0000}{000}\frac{0000}{000}\frac{000}{000}

UNIFORM COVENANTS, Borrower and Lender covenants and agree as follows:

I. PAYMENT OF PRINCIPAL AND INTEREST - TIME OF ESSENCE

Borrower shall promptly pay when due the principal of and interest on the inde of pness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Wortgage. Time is of the essence hereof.

11. PRIOR MORTGAGES AND DEEDS OF TRUST - CHARGES - LIENS

Borrower shall perform all of Borrower's obligations under any mortgage, deed of tru? or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or to see to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

IR. APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by Lender under the Note and par praphs 1 and 2 hereof shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

IV. CHARGES - LIENS

Borrower shall pay all taxes, assessments and other charges, fines, and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the pavee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall promptly discharge at y lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforce, which such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof. If Lender determines has all or part of the sums secured by this Mortgage are subject to a lien which has priority over this Mortgage and the existence and priority of which the Lender has not previously consented to in writing, and if Lender sends Borrower a notice identifying that lien, Borrower shall promptly act as provided in this paragraph or shall promptly secure an agreement subordinating that lien to this Mortgage.

V. 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

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. Lender shall have the right to hold the policies and renewal thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly to Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 10 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance 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, and such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 and 2 hereof or charge the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

VI. PRESERVATION AND MAINTENANCE OF PROPERTY - LEASEHOLDS - CONDOMINIUMS - PLANNED UNIT DEVELOPMENTS

Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development noter is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.