INOFFICIAL COF COOK COUNTY, ILLINOIS FILED FOR RECORD

1987 APR 30 PM 12: 48

FIRST SAVINGS OF SO. HOLLAND 475 E. 162nd Street SO. HOLLAND, IL. 60473

87230211

MORTGAGE

| THIS MOR IGAGE ("Security Instrument") is given onApril 17 19. 87 The mortgror isKAREN_ATTERBURY, divorced and not since remarried |
|---|
| 19 87 The morter for is KAREN ATTERBURY, divorced and not since remarried |
| ("Borrower"). This Security Instrument is given to |
| FIRST, SAYINGS, AND JOAN, ASSOCIATION, OF SOUTH HOLLAND, which is organized and existing |
| under the laws of |
| 475.East. 162nd Street 5. w. b. Holland, Illinois 60473 |
| Borrower owes Lender the participal sum of THIRTY THOUSAND, AND NOT 100ths |
| Dollars (U.S. \$303,000,000). 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 onMay. 1. 2002 |
| secures to Lender: (a) the repaymen of the debt evidenced by the Note, with interest, and all renewals, extensions and |
| modifications; (b) the payment of all our r 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, ereby mortgage, grant and convey to Lender the following described property |
| located in |

LOT 9 IN SOUTH SHORE REST HOM IS SUBDIVISION BEING A SUBDIVISION OF LOTS 11, 12, 13 AND 14 (EXCEPT THAT PART OF LOT 13 DESCRIBED AS FOLLOWS: THE NORTH 73.46 FEE! OF THE SOUTH 84.32 FEET OF THE EAST 215.95 FEET) ALL IN HENRY DELANARE YOUNG'S RESUBDIVISION OF LOTS 35 TO 38 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS SOUTH OF THE CALUMET RIVER IN THE SOUTH NEST 1/4 OF SECTION 15. ALSO OF LOT 19 IN THE SCHOOL TRUSTEES SUBJIVISION OF SECTION 16. ALL IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL Clort's Origin MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER:

which has the address of 15961 South Wabash South Holland [Street] [City] Illinois60473 ("Property Address"); [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 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 seised 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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT 13326-9.3

| | Notery Public | | ission Expires 9/16/90 | | instrument w |
|--|--|--|--|--|--|
| (iväs) -/ | Silding views | Agming V | DEFICIAL SEAL" yublic, State of Ullinois lesion Evolve, 941840 | e 1 yristoly | |
| n industrial participal | | | A PERSONAL SERVICE | our service property | ∃ noissimmo⊃ |
| 7801 | San Line | | 60 | eini fesa laisillio bui | |
| | माग्या का क्रिकेट कर के क्रिकेट को क्रिकेट | poses and uses therein s | instrument for the pur | pres pomboxo | ens, the the |
| reby certify that sonally appeared instrument. | I county and state, do he f the contents of the foreg free and voluntary act an | bles 101 bms nl sildut v bataxsmat. o bemrolni snied odw (| ゴベバウム・マスとく いかかか ・ タント | DOLOTE TO SEMESTIC FOR | ne meand is (a |
| The COUNTY STATE S | Mari (germinakan kebaba) Karajan | THE TOTAL SECTION AND ADMINISTRATION OF THE PARTY. | ti ti e ir tiga japangalajus | COOK | MIX OF |
| | | | SS: Address of the same | · sioniti | ALE OL |
| | | | | STOWLITE | |
| | | | ing the second s | and the Toron Sales for | |
| | Q | | | | |
| | | | | | |
| | | | | | |
| 8 8 9 L | 9,5 | | | | |
| | | | | | |
| | er in die State van die St Die State van die State va | | | | |
| en e | na mining menghaban di Sababang. Ngantan awal ay menghaban di | 4 | | | |
| | | . (| | | |
| | | O , | n de la companya da la companya da La companya da la co | in a mereka banda ba Banda banda ba | arti di mangangi. Tanggan kabupatèn |
| | (jut | hir Line For Acknowledgme | (Space Below | <u> Santa de Legado de la Sala de S</u> Santa de Arabada de La Jerra | |
| -Borrower | | | / J.a. | and the second of the second of the second | A Court Court |
| ([R92]) | | | | | |
| Borrower (Seal) | | KYKEN YILEKB | | en e | |
| (las2) neworlod- (las2) sworlod- laworlod- | | KAREN ATTERB | | The first of the control of the cont | |
| (IsəR).———————————————————————————————————— | Jan Jan | -900)X | | ri sidrika iladi 1944. Esterni di Madalaha | instrument |
| Decurity Security (Seal) | and covenants contain | agrees to the terms nd recorded with it. | one algeona rewor, g neworroff (d Lo), jos. | SIGNING BELOW, and in any rider(s) e | AH. |
| ned in this Security (Seal) Gordower Gordower | nistroo stransvoo bra | agrees to the terms nd recorded with it. | Tower accepts and | SIGNING BELOW, and in any rider(s) e | XII. |
| Teamly Rider ned in this Security Security Borower Geal) | nt Rider and covenants contair Contracts | ned Unit Development agrees to the terms and recorded with it. | nal4 | iradua⊾d Ра) men hber(s) [spfy] sichilyd :BELOw, and in any rider(s) e | X8 ** D:□ D:□ |
| Part of this Security Rider Teamily Rider Ted in this Security Borower Borower | nt Rider and covenants contain Supplementations | dominium Rider ned Unit Developmer Regrees to the terms nd recorded with it. | box(es)] Bider Light This This This This This This This This | IC h') applicable Misser e Raic Ri raduar Pa, men Misser(s) [sp!V] Siching BELOW, and in any rider(s) e | |
| and shall amend and and and part of this Security Fider Tamily Rider Teamly Rider Teamly Rider Teamly Rider Teamly Rider | ail the rider(s) were and the rider(s) were an arrange of the rider(s) were arrange of the rider(s) w | dominium Rider ned Unit Developmen Reces to the terms nd recorded with it | configuration (1 this section) (25) (25) (25) (25) (25) (25) (25) (25 | Check applicable [Check applicable Idinersh or Rate R inaduated Paymen Mher(s) [sp. 18, 18] Sichting Berow, and in any rider(s) e | |
| part of this Security Family Rider Temily Rider Temily Rider Temily Rider Temily Rider | emption in the Property, suited by Borrower, and re hall be incorporated into i. if the rider(s) were a later lider(s) were li | right of homestead exects on more riders are exects on more riders are exects of each such rider as dominium. Rider ned. Unit. Development agrees to the terms and recorded with it. | and it is seen as a seen as a seen and a strangard with a strangard as a seen as a see | Figure 10 This Security of this Security of Security o | 33.5 Instrument |
| ecorded together with sand shall amend and and part of this Security Family Rider and in this Security are and in this Security and in this Security and in this Security are and in this Security and in this Security are and security and security and security and security are and security and security and security and security are and security and security and security and security are and security are and security are and security and security and security and security are also security and security and security and security are also security and security and security are also security and security and security and security are also security and security are also security and security and security are also security and security are also security and security and security and security are also security and security are also s | instrument, Lender shall coosts. I coosts. I coosts and the Property. I the incorporated into it the rider(s) were a if the rider(s) w | all pay any recordations of the year recordations all pay any recordations in the year of each such rider are executive Instrument as the country Instrument as need. Unit Development and recorded with it. | borrower. Borrower all borrower and borrower waives all the one overnants and agreement agreements of this 5 box(es)] Letter accepts and the control of this 5 box(es). | Without charge to Without charge Weaver of Homeste 1strument; the charge to the charge and the charge of the charg | 22. 25. 26. 27. 28. 28. 28. 28. 28. 28. 28. 28. 28. 28 |
| it's fees, premiums or ent. I release this Security sand shall amend and part of this Security and the feet of this Security and in th | by this Security Instrument to, received the Maintain Instrument, Lender shall coosts. | ien to the sums securify to the sums securify I red by this Security I all pay any recordation or more riders are executed of each such rider at edery Instrument as dominium Rider med. Unit Development agrees to the terms and recorded with it. | e altorneys' (ees, and it bing a secing a secing and a secing a second be a second and a second and a second a | Melesse. Upon ps. Without charge to without charge to without charge to without of Homeste to tainment, the community of a special product of the community of | Instrument Instrument Instrument Instrument Instrument Instrument Instrument |
| ito collect the rents of the rents of the fees, premiums on tent of the cent of the sand shall amend and part of this Security part of this Security and shally Rider Temily Rider "Geal" | receiver shall be applied to receiver shall be applied by this Security Instrument, Lender shall be stoperty coats and the Property saif the rider(s) were a siff the rider(s) were siff th | seied by Lender or the Of rents, including, but of cents, including, but of the sums secured including by this Security I all pay any recordation in more riders are exected or more riders are or the rider as a of the forms and recorded with it. | ast due, Any tents collication ast due. Any tents collection. Appendix cest, and collection of all sums as a stronger. Borrower, Borrowe | ty including those panagement, of the banagement, of the bonings and reasonable. Release, Upon, pay, without charge to last of Homeste. Waiver of Homeste. | ine Diecelver of mr. Cosis of m |
| agent, or by judiciall to collect the rents of the season of the season of the season of this Security part of this Security and in this Security and in this Security and the season of the Security season of the Security season of the Security and the season of the Security | nanage (in person, by manage (in Property and receiver shall be applied by this Security Instrument, Lender shall consistent of the property in the Property in the Property in the property in the rider(s) were a silt the rider(s) were and covenants contain the rider(s) were an | ike possession of and inserted by Lender or the sected by Lender or the of rents, including, but it is a feet of the sums secured in the sums security I him of each such rider all pay any recordation or more riders are exected or more riders are exected each rider all pay any instrument as of each such rider all country Instrument as of each such rider and I only I Development and recorded with it. | in food in the fine of the fine of the fine of the food of the foo | ty including those panagement of the panagement of the pong of the panagement of the | bolnioqqa təqoiqədi malosis och malosis och təqoiqədi tə |
| operty and at any tim sgent or by judiciall ito collect the rents or irs fees, premiums or sent irelease, this Security sand shall amend and part of this Security Tamily Rider med in this Security and shall amend and part of this Security Tamily Rider | shandonment of the Property and nanage the Property and receiver shall be applied to receive shall be applied to this Security Instrument, Lender shall natument, Lender shall costs: Loosts | under paragraph 19 or following judicial sale following judicial sale see possession of and not read by Lender or the sums secured by this Security I him for a more riders are executed by the sum secured or more riders are executed or more riders are executivy Instrument as security Instrument as security Instrument as med. Unit Development of the forms | on Upon acceleration period of redemption period of redemption tilled to enter upon enter and enter [Rider | Lender in Possessi c expuration of any receivery shall be es framed and reasonabl receivery control of the framed and reasonabl release. Upon pay without charge to without charge to without charge to framen these | prior to the spounded the Property of the Prop |
| y Judicial, proceeding staggraph 19, including operty and at any time operty and at any time agent, or by judiciall it of collect the rents of the stage of the same of the sand shall amend and part of this Security part of this Security and in this Security are successful the same and in this Security and in this Security and in this Security and in this security are successful the same and in this security and in this security are successful the same and in this security and in this security are successful the same and in this security and in this security are successful the same and in this security and in this security are successful the same and in this security and in this security are successful the same and successful the | abandonment of the Programment of the passon, by abandonment of the Program and receiver shall be applied by this Security Instrument, Lender shall be applied instrument, Lender shall be incorporated into the Dy Borrower and receive by Borrower and receive by Borrower and receive the Instrument, Lender shall be incorporated into the rider(s) were a sift the rider(s) were significant the r | red in pursuing the rem is of title evidence. Indicate paragraph 19 or following judicial sale sike possession of and in ected by Lender or the of rents, including, but fight of homestead exe or more riders are executed all pay any recordation fight of homestead exe or more riders are executed the of each such rider al ecurity Instrument as iccurity Instrument as counting Material and Unit Development and Unit Development and recorded with it. | ationicys' fees and cosmotories and cosmotories and cosmo on. Upon acceleration period of redemption in the content of a second of redemption in the content of all sums accident of all sums and agreement over and agreements and agreements of this over a sum of the content of a sum of the content | all be estitled to columnisted to, reasonable and reasonable expuration of any careciver) shall be estimated in the process of the paragraph o | te sader she less than 1 to a lud and |
| ault is not cured on of of all arms secured by judicial proceeding stagent or by judicially secured by judicially secured by judicially secured to collect the rents of first to payment of the rents of sand shall amend of the part of this Security and in this Security and in this Security first security Rider security Ride | in the cetain the detainment in the detainment in the detainment in the procedurity leartunent by redies provided in this partunent of the Property and any factorial partunent, Lender shall be applied to the Property and natument, Lender shall be incorporated into costs. In not limited to, receive by this Security Instrument, Lender shall be incorporated into costs. In the incorporated into a sift the rider(s) were significant the | option may require immand may foreclose this and may foreclose this red in pursuing the rem is of title evidence. Softiele evidence, following judicial said the possession of and second of rents, including, but of rents, including, but of rents, including, but of the sums secured of the sums secured by this Security I right of homestead excited by this Security I hight of homestead excited by this Security I right of homestead excited by this Security I right of homestead excited by this Security I nattrument as incominium Rider and I only I nattrument as med. Unit Development and recorded with it. | bout turiber demand at its motice, Leader at its bout turiber demand allect all expenses incur, on Upon acceleration, Upon acceleration, Upon acceleration, Littled, to enter upon, it its collection, as due, Any rents collection, as due, and collection and agreements of this does not a serie of this deep to the collection. It is a serie of the control of the collection of the | date specified in the lastrament will list lastrament will be sentiled to collist the lastrament in Possessi lective; expiration of any receivery shall be entiled in the lastrament of the lastrament of the lastrament of the lastrament, the collist to the speciments of the lastrament, the collist of lastrament, the lastrament of | before the this Section this Section but not the before the process of missing the process |
| the notice shall further the proceeding the not cured on of all sums secured by Judicial proceeding in the not cured on of all sums secured by Judicial proceeding operty and at any time of of lect the rents of or ollect the rents of the rents of sand shall smeat of the sand shall smeat and shall smeat and shall smeat of this Security part of this Security part of this Security and this Security and in this Security of the security security and the security security and the security se | to assert in the froperty, in a sace of the froeclosure. If the definate beginnent in the foreclosure, if the defined foreclosure, if the defined foreclosure, if the product of the Property and receiver shall be applied by this Security Instrument, Lender shall be applied to the Property and matrument, Lender shall content in the Property. Instrument, Lender shall contain in the Property. Instrument, Lender shall be incorporated into in the Property. If the rider(s) were a still the rider(s) were still the rider(s) we | ieration and the right of weet to acceleration and option may require impaired in may foreclose this red in pursuing the rem is of title evidence. Index paragraph 19 or following judicial sale is of title evidence. Index paragraph 19 or following judicial sale is of title evidence. Index possession of and needed by Lender or the certed by this Security I wight of homestead excited by this Security I hight of homestead excited by this Security I hight of homestead excited by the sums secured its of each such rider all pay any recordation in more riders are executity Instrument as incominium Rider incominium Rider and I may any instrument as med. Unit Development and recorded with it. | to reinstate after acceding the redense of Horro of motice, Leader at its bast further allect all expenses incur attorneys' fees and cost of Lone period of redemption period of redemption period of redemption period of redemption thiled to enter upon, it is and collection as due. Any rents collection to period of redemption of all sums scouled for the series of all sums and agreement of all sums and agreement over and agreement of this over one of this of the series of this over the series of the series o | of a default or supply date of the right of a default or any date specified to consider the considering the considering the considering the considering the considering the considering to the points and reasonable without otherse. Upon pay without otherse to the seconable of the considering to the considering the considering to the considering the considering to the considering th | inform Be existence before the be |
| default must be cure celeration of the sun celeration of the sun in proceeding the not cured on of all sums secured by judicial proceeding y judicial proceeding perty and at any time of all sums secured by judicial proceeding secured by judicial proceeding secured or by judiciall collect the rents of first to payment of the rents of the sun in the security send shall smend and part of this Security and in this Security family Rider with the sun in this Security security in the security security in the sec | in Bolton in the Property. I the defined assert in the foreclosure, If the defined foreclosure, If the defined foreclosure, If the defined foreclosure, If the defined foreclosure, I the defined foreclosure, I the defined foreclosure of the Property I be provided in this parameter of the Property and receiver shall be applied it not limited to, receive shall be applied for not limited to, receive marked by Borrower and receive foreign in the Property. I matrument, Lender shall be incorporated into costs. I the rider(s) were as if the rider(s) were as in the rider(s) were as i | the date specified in the judicial proceeding an judicial proceeding an judicial proceeding an judicial proceeding an wer to acceleration and option may require impurating the remand may foreclose this and may foreclose this is of title evidence. Indicate judicial sale following judicial sale following judicial sale following judicial sale following judicial sale foreclose to the sums secured for the sums secured by this Security Intended by this Security Intended by the second or more riders are executed by this Security Intended by the second the sale for | e defauit on or before ument, foreclosure by one reinstate after acce on the contice, Leader at its bout further demand attorneys' fees and cos attorneys' fees, and the contention of all sums seculation of all sums seculation of all sums seculations of all sums and all sums are all sums and all sums are all sums | at failure to cure in y fails Security Instituted to color a defect of the right of a defect of the right of a defect of the right of t | secured by the secured by laterated before the carletence the carletence this Security but not 11st to |
| regulated to care in required to care in required to care in the notice shall further proceeding the notice shall further proceeding the not cured on the proceeding in the not cured on the same secured by judicial proceeding sagent or by judicial proceeding sagent or by judicial proceeding sagent or by judicial in the collect the rents of the same same in the collect the rents of the same of the rents of the same of the same of the same of the part of this Security part of this Security face of the same of the | to assert in the froperty, in a sace of the froeclosure. If the definate beginnent in the foreclosure, if the defined foreclosure, if the defined foreclosure, if the product of the Property and receiver shall be applied by this Security Instrument, Lender shall be applied to the Property and matrument, Lender shall content in the Property. Instrument, Lender shall contain in the Property. Instrument, Lender shall be incorporated into in the Property. If the rider(s) were a still the rider(s) were still the rider(s) we | tice shall specify; (a) it to the notice is given to the notice is given to the date specified in the date specified in the date specified in the date specified in the detail on the celeration and option may foreclose this sof title evidence. To fittle evidenc | es otherwise). The not all tone descripte and tone description of before of rumant, foreclosure by rumant, foreclosure by relianted defense of Borrower and confice, Leader and conficer all expenses incur attorneys' fees and cos and cos and cos and cos and cos and cos and conferuption of the conferuption o | plicable law provided a date, not less the state of cure the state of cure the state of the right of a date, not the state of the right of a default or any date specified in the state of | default; (d) (d) (h) default; (d) (d) (h) desented become derent default; (d) defau |

UNIFORM COVENANTS. Borrower and Lender covenant and agree as forows: 4 2 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 attain 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.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Fund's held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payr.ept in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by I en ler. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no 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.

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.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain 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 owe a payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrow r makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any the which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation see and by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the nen in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 everage" 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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, to rower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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 by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shal be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excers paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that in insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. 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.

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.

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.

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 from Lender to Borrower

requesting payment.

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as it no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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 security instrument, including, but the lien of this Security Instrument, Lender's rights in the Property and Borrower's reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that 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 remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument, If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any 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 cured by this Security Instrument, However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

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 for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

Note are declared to be severable.

which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the jurisdiction in which the Property is located. In the event that any provision or clause of this Sourity Instrument or the Mote Mote Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote 15. Coverning Law; Severability. This Security Instrument shall be governed by feat, as law and the law of the

in this paragraph. 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 of Lender when given as provided Property Address or any other address Borrower designates by notice to Lender. Any patice to Lender shall be given by 14. Notices. Any notice to Borrower provided for in this Security Institute that Like notice shall be directed to the mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the

varagraph 17 permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies

partial prepayment without any prepayment charge under the More.

13. Legislation Affecting Lender's Rights. If enactmen o expiration of applicable laws has the effect of rendering any provision of the Mote or this Security Instrument unenfor easile according to its terms, Lender, at its option, rendering any provision of the Mote or this Security Instrument unenfor easile according to its terms, Lender, at its option, rendering any provision of the Mote or this Security Instrument unenforces.

under the Mote or by making a direct payment to Borrower. It a reft nd reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender ma, ch ose to make this refund by reducing the principal owed connection with the loan exceed the permitted limits, t ien (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) as y sums already collected from Borrower which exceeded

charges, and that law is mally interpreted so that the interest or other loan charges collected or to be collected in If the loan secured by the Sourity Instrument is subject to a law which sets maximum loan 12. Loan Charges. that Borrower's consent.

the sums secured by this Security Instrument; so it is grees 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 interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay instrument but does not execute the Mate; (s) is co-signing this Security Instrument only to mortgage, grant and convey this Security Instruments hall bind and ornefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower who co-signs this Security

The covenants and agreements of II; Successors and Assigns Pound; Joint and Several Liability; Co-signers. shall not be a waiver of or prechade the exercise of any right or remedy. by the original Borrower of E o rower's successors in interest. Any forbearance by Lender in exercising any right or remedy Lender shall not be a quir of to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise mouthy routization of the sums secured by this Security Instrument by reason of any demand made interest of Borrower, a.u. yot operate to release the liability of the original Borrower or Borrower's successors in interest.

modification of an it ation of the sums secured by this Security Instrument granted by Lender to any successor in postpone the due de te of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrow r Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or

Unles (vnder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due.

given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or 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

paid to Borrower. before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately uniess Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, This event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

assigned and shall be paid to Lender. 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 shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

> 法结合 体 抗使性缺陷 Francisco (Miller