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ILLINOIS-Single Family-Farm/Residential, Non-Uniform
Form 3014 12/83 GMA/C/L/M 1/4-C 8/87 M

This Security Instrument to constitute a Uniform Security Instrument covering real property.

Borrower, warrant, generally, the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower, grant and convey to the Borrower is unencumbered, except for encumbrances of record, more than a part of the Property and that the Property is hereby conveyed and has the right to forgive, is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,

apparel, royalties, mineral, oil and gas rights and royalties, water rights and stock and all fixtures now or hereafter attached to the property. All replacements shall also be covered by this Security Instrument. All of the

Illinois 60075 (Zip Code) ("Property Address")

4112 COVE Lane (Street)

(City)

which has the address of

04-32-401-125-1177

together with its undivided percentage interest in the common elements.

located at document 2528R521 and registered as document 1131379.

which attorney is attached "B" to the incorporation of condominiums

all in Cook County, Illinois, at document LR307028H and recorded as document 26795665

County, Illinois, at the office of the Board of Cook County, Illinois, incorporated as of June 12, 1972, based at the Third Permanent Institution, according to the Plat

Range 12, Township of Ward Section 2, all in Township 49 North,

County Clark, a division of said Section 2, and parts of Townships 3 and 4 in

North 1/2 of the Deer Lake Apartments being a subdivision of part of the

parties of lot 1 in Deer Lake Apartments holding a undivided interest in the

of the following described Real Estate:

Unit A112-B, in the Deer Lake Apartments located on a unit of

located in Cook County, Illinois.

Note: For this purpose, Borrower, grant and convey to Lender the following described property

Security Instrument; and (c) the payment of Borrower's, conveyance of Borrower's, under paragraph 7 to protect the security of this instrument and secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications to the Note; (b) the payment of all other sums, with interest, and all renewals, extensions and modifications to the Note; (c) the payment of all other sums, with interest, and all renewals, extensions and modifications to the Note.

This Security Instrument is dated the same date as the Note, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2018.

Borrower, Lender, the principal sum of FORTY-EIGHT THOUSAND AND 00/100 Dollars (\$ 48,000.00). This debt is evidenced by Borrower's note dated March 19, 1971-1590.

under the laws of PENNSYLVANIA, and whose address is

GMC HORRIG CORPORATION OF PA ("Borrower"). This Security Instrument is given to

19 BB, The mortgagee is given on the 10th day of June

MORTGAGE

LOAN # 001-759633-001

[Space Above This Line for Recording Data]

AB272369

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may 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. A charge assessed by the Lender in connection with borrowers' entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. 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 Funds 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 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, 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 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien 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 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.

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, Borrower 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 shall 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 excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the 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.

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CONDOMINIUM RIDER

BOARD # 2001-758634-06

THIS CONDOMINIUM RIDER is made this 16th day of JUNE 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

GMAC MORTGAGE CORPORATION OF PA (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4112 Cove Lane Unit F

Glenview

IL 60025

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

Dearlove Cove Condominium

(Name of Condominium Project)

(the "Condominium Project"). If the Owners Association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDONIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association, or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Lois A. Ledvina
Lois A. Ledvina

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Exher D. Diamond
Witness
[Signature]
Witness

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Property of Cook County Clerk's Office

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RODC Conv., Rtdet, Adherendum Form 1001-07-78R Rev. 1a dated ROC-R-A-1001.0288 pg 1 of 2

As of a date and time of day specified by the Note Holder for (a) if the original term of the Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery communitments, plus, five-eights of one percentage points (0.125%), or (b) if the nearest term of the Note is less than 15 years, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery communitments, plus, five-eights of one percentage point (0.125%), or (c) if the nearest term of the Note is less than 60 days, rounded to the nearest one-eighth of one percentage point (0.625%). If this requirement net yield cannot be determined because the applicable communitments are not available, the Note Holder will determine my interest rate by using comparable information, my new rate calculated under Section A.2, will note be greater than the maximum rate stated in Section 4(d) of the Note.

Salomon Brothers Inc.

() The Reddened Building Corporation, a subsidiary of

(x) The Federal National Mortgage Association

yielded off: (check only one box)
My new, fixed interest rate will be equal to the regularized net

2. Calculation of Fixed Rate

If I want to exercise certain options, I must first meet certain conditions. Those conditions often require that I hold certain notes by a date specified by the Note Holder that I want to do so; (b) if am not in default under the Note or the Securitely Instruments; (c) there has been no deficiency in the making of monthly payments; (d) I must pay the Note Holder a conversion fee of U.S. \$ 250.00; (e) I must pay the Note Holder a convocation fee of U.S. \$ 250.00; (f) I must pay the Note Holder to the applicable conversion Date; (g) I must pay the Note Holder to the Note Holder any documents the Note Holder requires to effect the conversion.

The Convergence Date can only take place on the filter, record, third, or fourth Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate is also called a "Conversion Date". I can convert my interest rate only on one of these four Conversion Dates.

I have a Conveneration Option which I can exercise unless I am in default or the Section A.1. will not permit me to do so. The "Conveneration Option" is my option to convert the interest rate permitted to pay by the Note from an adjustable rate with interest rate limited to the fixed rate calculated under Section A.2. below.

1. Effect of Convective to Fixed Rate

a. **FIXED INTEREST RATE OPTION** The Note provides for the Borrower's option to convert from an adjustable rate to a fixed interest rate, as follows:

A. FIXES INTEREST RATE OPTION

ADDITIONAL GOVERNANTS. In addition to the Government and Agreements made in the Securitry Instrument and the Rider, Borrower and Lender further

4112 Cove Lane, Glenview, IL 60025
(Proprietary Address)

THIS ADDENDUM TO ADJUSTABLE RATE RIDER TO THIS MORTGAGE AGREEMENT IS MADE THIS DAY OF JUNE 1988, AND IS TO BE INCORPORATED INTO AND SHALL BE DEEMED TO AMEND AND SUPPLEMENT THE ADJUSTABLE RATE RIDER (THE "RIDER") TO THE MORTGAGE, DEED OF TRUST OR SECURITY DEED (THE "SECURITY"), EACH DATED THE SAME DATE AS THIS AGREEMENT AND EVIDENCED BY THE SECURITY TRUST INSTRUMENT, EACH MORTGAGEE, BORROWER, SECURITY HOLDER AND ADDENDUM AND EVIDENCED BY THE SECURITY TRUST INSTRUMENT, EACH ADDENDUM TO SECURE BORROWER'S ADJUSTABLE RATE NOTE, WITH ADDENDUM TO (THE "LENDER") AND DATED THE SAME DATE AS THIS ADDENDUM (THE "NOTE"), (THE "LENDER") AND DATED THE SAME DATE AS THE SECURITY TRUST INSTRUMENT (THE "NOTE"), COVERING THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT AND LOCATED AT:

ADDITION TO ADJUSTABLE RATE RIDER

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(SEAL) _____
(SEAL) _____
(SEAL) _____
(SEAL) _____
Date A. Leadville
Date B. Leadville
(SEAL) _____

BY SIGNING BELOW, Borrower accepts all terms and conditions contained in this Addendum to Adjust the Rate Rider.

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 notice is delivered or mailed which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay all sums secured by this Security Instrument, Lender may invoke any remedies prior to the expiration of this period, without further notice or demand on Borrower.

If Bottower exercise the Conversion Option under Section A of this Addendum To Adjustable Rate Rider, the Note as Batesed in Section 17 of the Security Instrument contains the following provision:

Section 17. If Bottower exercise the Conversion Option under Section A of this Addendum To Adjustable Rate Rider, the Note as Batesed in Section 17 of the Security Instrument contains the following provision:

1. The Security Instrument shall cease to be in effect, and the provisions of Uniform Government 17 of Unifrom Government 17 of the Security Instrument shall instead be in effect as follows:

2. Transfer of the Property or a Beneficial Interest in Bottower.

3. Transfer of any part of the Property or any interest in it is sold or transferred and Bottower 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 general law as of the date of this Security Instrument.

b. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

3. New Payment amount and Effective Date

The rate and the amount of my monthly payment before the effective date of any change, rate and the amount of my monthly payment before the effective date of any change, and telephone number of a person who will answer any question I may have regarding the notes.

My new interest rate will become effective on each change date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the change date unless the amount of my monthly payment changes again.

(D) **Interest on Interest Rate Changes**
 The interest rate I am required to pay at the future change will not be greater than 9.125% or less than 5.125%. Therefore, my interest rate will never be increased or decreased by more than two percentage points (2.0%) from the rate of interest charged on any bank's change. My interest rate will never be greater than 13.500%, which is called the maximum rate.

(C) Calculation of Change
Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 875/1000 percentage points (2.875%) to the current index. The Note Holder will then round the result up to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in subsection (a) above.

The result of this calculation will be the new amount of my monthly payment.

The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as measured by the Federal Reserve Board. The "Index" may fluctuate rate with an Index which is based upon comparable information. The Note Holder will choose a new index if the Index is no longer available, the Note Holder will give me notice of the change.

The interest rate I will pay may change on the first day of July 1989, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "change date." The dates on which my interest rate can change are:

4. INTEREST RATES AND MONETARY PAYMENT CHANGES

Изложението на Аванашкия биомешък е първият изследователски доклад за извънредните

ADDITIONAL GOVERNANTS. In addition to the covenants and agreements made in the Security Treaty between Borrower and Lender further covenants and agree as follows:

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT, THE NOTR LIMITS THE AMOUNT THE BORROWER MUST PAY.

4112 Cove Lane (Property Address) Glenview, IL 60025

19 88, and it is incorporated into Article 101D as it stands to date. Total amount of June
mortgage, Deed of Trust or Security held by Lender to amend and supplement the
given by Lender ("Borrower") to secure Borrower's Adjustable Rate Note
(the "Note") to GMAC MORTGAGE CORPORATION OF PA
(the "Lender") of the same date and covering the property described in the Security
Instrument and located at:

ADJUSTABLE RATE RIDER

6 9 3 2 7 2 0 0

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B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the security instrument is amended to read as follows:

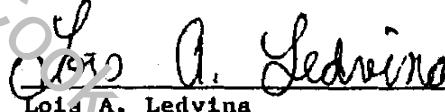
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

See Addendum to Adjustable Rate Rider (Fixed Rate Conversion Option) attached hereto and made a part hereof.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


Lois A. Ledvina (Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

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18. Borrower's Right to Recite. If Borrower makes certain conditions, Borrower shall have the right to have enforcement of this Security Instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as may specify for recording) before sale of the property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are set forth below:

Security Interest in Personal Property: (a) 5 days (or such other period as may specify for recording) before sale of the property pursuant to the terms of this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are set forth below:

Security Interest in Instruments: (a) 5 days (or such other period as may specify for recording) before sale of the property pursuant to the terms of this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are set forth below:

Security Interest in Chattels: (a) 5 days (or such other period as may specify for recording) before sale of the property pursuant to the terms of this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are set forth below:

Security Interest in Fixtures: (a) 5 days (or such other period as may specify for recording) before sale of the property pursuant to the terms of this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are set forth below:

Security Interest in Land: (a) 5 days (or such other period as may specify for recording) before sale of the property pursuant to the terms of this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are set forth below:

In addition, exercisers have up to 30 days from the date the notice of private borrower's failure to pay these sums prior to the expiration of this period, to demand 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.

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 Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or in a beneficial interest in Borrower) to another, the Note and of this Security Instrument shall be given one conformed copy of the Note and of this Security Instrument.

Noise are declared to be severable.

15. Governing Law; Severability. This Security Instrument 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 Security Instrument violates applicable law, such conflict shall not affect other provisions of this Security Instrument. In turn, the Note which contains the offending provision or clause shall be considered void as to the party that breached the provision or clause, but the remainder of the Note shall remain in full force and effect.

useless unless such a reader's address is included within the instrument itself. It is recommended that the address be given in block letters, and that the name of the manufacturer be included.

14. **Notices.** Any notice to Barrporter provided for in this Security Instrument shall be delivered in writing to Barrporter's mailing address or any other address Barrporter designates by notice to Lender. Any notice to Lender shall be given by fax or mail unless applicable law requires Lender to receive it by delivery. Any notice to Barrporter. Any notice given by fax or mail to Lender, or to any other address Barrporter designates by notice to Lender, is only notice to Barrporter. Any notice given by fax or mail to Lender, or to any other address Barrporter designates by notice to Lender, is only notice to Barrporter. Any notice given by fax or mail to Lender, or to any other address Barrporter designates by notice to Lender, is only notice to Barrporter.

13. **Legislative Action Against Landlord's Rights.** If an ultimate or application of any provision of this Note or this Security Instrument becomes illegal, the parties hereto shall take the steps specified in the second paragraph of this instrument to correct such illegal provision.

12. **Loan Charges.** If the loan law is finally interpreted so that a Security instrument is subject to a law which sets maximum loan charges, and if the loan exceeds or other than charges called for by the security instrument is imposed on the security instrument, the lender may file a complaint with the court to have the maximum loan charge declared illegal.

11. Successors and Assignees. 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 shall bind and benefit the successors and assigns of Lender and Borrower, subject to the terms of this Security instrument with regard to the rights and obligations of Lender and Borrower under this Security instrument.

payment or otherwise modify amortization of the sums secured by his Security Interests by reason of any demand and shall not be a waiver of or prejudice the exercise of any right or remedy.

Unless it is agreed and Borrower otherwise agrees in writing, any application of proceeds to principal shall not exceed the amount of such payments less the date of the mortgagor's release from liability for the amount of such payments.

"In the event of a claim for damages, the Lender will be entitled to sue in its name or in the name of the Borrower, whichever is appropriate, for all amounts due under the Facility Agreement and the other documents referred to in the Facility Agreement."

In the event of a claim against the Borrower or any other party, the Borrower shall be entitled to the services of its own attorney at its own expense. The Borrower shall be liable to the Lender for all expenses paid to Borrower's attorney in connection with such claim, including reasonable attorney fees.

9. Commendation. The proceeds of any award of damages, direct or consequential, in connection with any commendation 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.

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.

