

UNOFFICIAL COPY

This instrument was prepared by:

90094958

SEARCHED INDEXED SERIALIZED FILED
MORTGAGE REC'D BY CLERK'S OFFICE

12-1-11 11:38

RICHARD J. JAHNS
(Name)
5133 W. FULLERTON AVE.
(Address)
CHICAGO, IL 60639

MORTGAGE

\$17.00

THIS MORTGAGE is made this 11TH day of DECEMBER 19. 89, between the Mortgagor, KENJI YATSUSHIRO AND ANNE M. YATSUSHIRO, HUSBAND AND (herein "Borrower"), and the Mortgagee, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 5133 West Fullerton - Chicago, IL 60639 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY EIGHT THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated DECEMBER 11, 1989 . . . (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JANUARY 01, 2005

To SECURE to Lender, (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK State of Illinois:

PARCEL 1: UNIT NO. 506 IN RIGEMOOR ESTATES CONDOMINIUM II AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 33 IN DUNNING ESTATES, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 89570620 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 39 AND STORAGE LOCKER 39, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NO. 89570620.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSIONS AND ASSIGNS AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PERMANENT INDEX #13-18-409-013-0000

13-18-409-002-0000

90094958

which has the address of . . . 6433 BELLE PLAINE . . . #506 CHICAGO
(Street) (City)
. . . ILLINOIS . . . 60634 (herein "Property Address");
(State and 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, water rights, and water 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 part 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) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

90094958

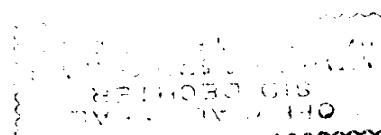
UNOFFICIAL COPY

90094355

RETURN TO BOX 403

60

(Space Below This Line Reserved For Lender and Recorder)



M, Commission expires:

Given under my hand and official seal, this 11th day of DECEMBER, 1989.

set forth

signed and delivered the said instrument as RENTAL YATSHIHO, ONT ANNIE J. YATSHIHO, free and voluntary act, for the uses and purposes herein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he, she, it, or they, is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the instrument, a Notary Public in and for said county and state,

do hereby certify that RENTAL YATSHIHO, ONT ANNIE J. YATSHIHO, HUNSHAN, ONT, WISCONSIN, STATE OF ILLINOIS, County ss:

Borrower.....
ANNIE M. YATSHIHO
RENTAL YATSHIHO.....
Borrower.....
ANNIE M. YATSHIHO
Borrower.....

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

23. Waiver of Foreclosure. Borrower hereby waives all right of homestead exemption in the Property to Borrower. Borrower shall pay all costs of recordation, if any, to Borrower. Borrower shall pay all costs of recordation, if any, to Borrower. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge.

22. Release. At no time shall the principal amount of this Note plus US \$ 400.00, less indebtedness secured by this Mortgage, not including sums advanced in accordance with the terms of this Mortgage, exceed the original amount of the Note plus US \$ 400.00.

21. Future Advances. At no time shall notes or advances received by Borrower, which interest thereon, shall be secured by this Mortgage, when made payable to Borrower, such future advances, with interest thereon, shall be secured by this Mortgage, may be demanded by Borrower, unless otherwise directed by Lender, at any time during the period following demand, by agreement of the parties, prior to release of this Mortgage, or upon receipt of notice from Borrower, that he has no intention to make further advances, and then to the sum secured by this Mortgage.

Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, incurred by Lender or the receiver shall be applied first to payment of the costs of management of the past due. All rents collected by Lender or the receiver shall be applied first to collector the rents of the Property including those rents actually received.

of any period of redemption following demand, by agreement of the parties, prior to release of this Mortgage, or upon receipt of notice from Borrower, that he has no intention to make further advances, and then to the sum secured by this Mortgage.

20. Assignment of Rights. Lender is hereby granted the right to collect and retain such rents as they become due and payable, hereby assigning to Lender the rights to receive the rents of the Property, prior to acceleration under paragraph 18 hereto, and to demand payment of the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18, advise Lender of his intention to assign his rights under this Mortgage to another party, and in such event, Lender may require Lender to pay the sum secured by this Mortgage, but not limited to, reasonable attorney's fees, and in proportion to the amount of the balance of the principal amount outstanding, to the party to whom the assignment is made, and Lender may require Lender to pay the sum secured by this Mortgage, but not limited to, reasonable attorney's fees, and in proportion to the amount of the balance of the principal amount outstanding, to the party to whom the assignment is made.

(d) Borrower takes such action as Lender may reasonably require to assure that the title to this Mortgage, Lender's interest in the Property and Borrower's obligations in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees, and other expenses incurred by Lender in collecting the amounts and agreements of Borrower contained in this Mortgage and in proportion to the amount of the balance of the principal amount outstanding, to the party to whom the assignment is made.

any acceleration had accrued, no acceleration had accrued.

this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower pays all reasonable expenses of any other conveyances of agreements between the parties and agreements of Borrower contained in this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (c) Borrower pays all reasonable expenses incurred by Lender in collecting the amounts and agreements of Borrower contained in this Mortgage and in proportion to the amount of the balance of the principal amount outstanding, to the party to whom the assignment is made.

9003.95

UNOFFICIAL COPY

ורדרונים

SAC SYSTEMS AND FORMS
4371-3-7

Togethier with all the improvements now or hereafter erected on the property, and all its casements, rights, appurtenances, rents, royalties, minerals, oil and gas rights and gas pipelines, water, water rights, and water stock, and all fixtures now or hereafter installed in the property, all of which, including replacements and additions thereto, shall be deeded to be and remain a part 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) are herein referred to as the "Property". Borrower conveys the Property, that he hereby conveys and has the right to mortgage, grant and convey the Property to the Borrower, who is unencumbered, subject to any declarations, easements or restrictions generally in the title to the Property against all claims and demands, and to any declarations, easements or restrictions granted in a schedule of easements in any title insurance policy insuring Lender's interest in the Property.

which has the address of (herein "Property Address")
1111 NANTS, 999A, (Street)
City, State, Zip Code) (Street)

{S4186}

(CONT'D)

(51110 and 51120 Codes)

CHINA'S FEDERAL BANK FOR SAVINGS

Determination of the date of the New Year shall be under this obligation in hereby changed to determine of the maturity date stipulated is hereby changed to

THIS MORTGAGE is made this 11TH day of NOVEMBER in the year of our Lord one thousand nine hundred and twenty.

\$17.00

MORTGAGE

CHICAGO, IL 60639

THIS INSTRUMENT WAS PREPARED BY:
RICHARD J. JAHNS
5133 W. FULLERTON AVE.
(name)
(address)

This instrument was prepared by:

85649006

2023 RELEASE UNDER E.O. 14176

85646006

UNOFFICIAL COPY

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 covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants 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 lien 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.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become 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 fees, 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 received.

21. 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 advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$..... 4,000.00.....

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

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

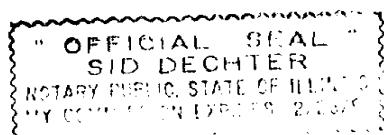
IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Kenji Yatsushiro
KENJI YATSUSHIRO
—Borrower
Anne M. Yatsushiro
ANNE M. YATSUSHIRO
—Borrower

STATE OF ILLINOIS, CIRCUIT County ss:

I, SID DECHTER, a Notary Public in and for said county and state, do hereby certify that, KENJI YATSUSHIRO, AND ANNE M. YATSUSHIRO, HUSBAND AND WIFE personally known to me to be the same person(s) whose name(s) signed, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of DECEMBER, 1989.
My Commission expires:



Sid Dechter
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

RETURN TO BOX 403

90034958

UNOFFICIAL COPY

CONDOMINIUM RIDER

O.L.-47946-02

THIS CONDOMINIUM RIDER is made this 11TH day of DECEMBER
19.82, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed
to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein
"Borrower") to secure Borrower's Note to CRAGIN FEDERAL BANK FOR SAVINGS
. (herein "Lender") and covering the Property described in the security instrument and
located at 6433 BELLE PLAINE #506 CHICAGO, ILLINOIS 60634
(Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium
project known as RIGEMOUR ESTATES
(Name of Condominium Project)
..... (herein "Condominium Project").

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the security instrument,
Borrower and Lender further covenant and agree as follows:

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association
or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the
declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the
Condominium Project which provides insurance coverage against 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, then:

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

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the
Property is deemed satisfied; and

(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be
superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the
Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and
the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not
maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give
Lender prompt notice of any lapse in such 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 such proceeds payable to Borrower are hereby assigned
and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any,
paid to Borrower.

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

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination
provided 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 material amendment to the declaration, by-laws or code of regulations of the Owners Association,
or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which
would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and
assume self-management of the Condominium Project.

D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant
to pay when due condominium assessments, then Lender may invoke any remedies provided under the security
instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

Kenji Tatsuhiro
KENJI TATSUHIRO

—Borrower

Anne M. Tatsuhiro
ANNE M. TATSUHIRO

—Borrower

UNOFFICIAL COPY

7. **Protection of Lenders' Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if it any action or proceeding is commenced which materially affects Lenders' interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements of proceedings involving a bankruptcy or receivership, then Lender may make such appropriate action as is necessary to protect its interest, upon notice to Borrower, and take such action as is necessary to protect its interest, upon notice to Lender, plus all reasonable costs and expenses of making the loan secured by this Mortgage. Borrower shall pay the premiums required to maintain such insurance at the expense of the Property. 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 at the expense of the Property.

6. Preservation and Maintenance of Property; Leases; Condominiums; Planned Unit Developments. However shall keep property in good repair and shall not commit waste or permit deterioration of the property and shall comply with the provisions of any lease in this leasehold. If this Mortgagor is on a leasehold, it is a condominium of a planned unit development. Borrowers shall perform all of Borrowers obligations under the delegation or assignments created by or covering the condominium of planned unit development. The condominium documents and agreements of planned unit development shall supplement the covenants and agreements of this Mortgagor as if the rider under is exceeded by Borrower and recorder together with this Mortgagor, the covenants and agreements of such rider and documents of planned unit development, and constitute documents. If a condominium unit development unit development is planned unit development, the by-laws and regulations of the by-laws and regulations of the condominium of planned unit development shall supplement the covenants and agreements of this Mortgagor as if the rider

Unless I consider and Borerover otherwise agree in writing, any such application of proceeds to principal, shall not extend beyond the date of the maturity instalments referred to in paragraphs 1 and 2 hereof or change the amount of postponing the due date of the maturity instalments by 18 months. In addition, if the proceeds thereof result from damage to the property prior to the sale or acquisition shall pass to Lender in the event of the death of the user secured by this mortgage immediately prior to such sale or in aid to any insurance policies and in aid to the proceeds thereof resulting from damage to the property prior to the sale such instalments. It under Paragraph 18 hereof the proceeds thereof resulting from damage to the property prior to the sale or acquisition shall pass to Lender in the event of the death of the user secured by this mortgage immediately prior to such sale or in aid to any insurance policies and in aid to the proceeds thereof resulting from damage to the property prior to the sale such instalments.

Unless Lender and Borrower otherwise agree, insurance proceeds shall be applied to restoration of repair of the Property, damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired; in such case insurance or repair is to be applied to the security of this Mortgage would be impaired; the insurance proceeds shall be applied to the security of this Mortgage if either of the foregoing conditions is met.

All insurance policies and renewals thereto shall be in form acceptable to Landlord and shall include a standard mortgage clause in favor of and in form acceptable to Landlord. Landlord shall have the right to hold the policies and renewals thereon and Borrower shall promptly furnish to Landlord all renewal notices and all records of paid premiums. In the event of loss, Borrower shall give prompt notice to Landlord and carrier and Landlord may make proof of loss if not made promptly by Borrower.

The insurance carrier providing the insurance shall be chosen by the insured, provided that such application shall not be unreasonably withheld. All premium, or insurance policy fees shall be paid in the manner provided for in the application for coverage.

3. Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 shall be applied by Lender first to payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to the principal of the Note, and then to interest on the Note.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender for Lender's benefit. If Lender shall receive any funds held by Lender for Lender's benefit by reason of the payment of principal or interest prior to the date of the sale of the property for which this Mortgage was given, Lender shall apply such funds to the payment of principal or interest as credit against the sum secured by this Mortgage.

If the debts of taxes, assessments, insurance premiums and ground rents shall exceed the amount required to pay said taxes and assessments, the creditor, together with the amounts of funds held by the Fund, shall receive payment up to the date of maturity of the debt.

The Fund shall apply the Funds to pay said taxes, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing and examining said assessments or verifying and compiling said assessments and bills, 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 at the time of execution of this mortgage that interest on the Funds shall be paid to Borrower, and unless such interest is paid to Borrower, Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the amounts secured by this Mortgage.

2. Funds for Taxes and Liabilities. Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and liabilities of participants of the day monthly installments to Lender under the Note, until the Note is paid in full.

UNTRUSTED GOVERNANTS, BORDERS AND LENDER COVENANTS AND AGREEMENTS:

UNOFFICIAL COPY

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

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 Lender 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 law, 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 hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries 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.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this 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 bears to the fair market value of the Property 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 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 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 Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

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

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver 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 waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. 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 successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. 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 Property 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 mail, 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 been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants 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 conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein, is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant ~~with the grant of any leasehold interest~~, ~~not containing an option to purchase~~, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. 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 sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, 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 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 any remedies permitted by paragraph 18 hereof.

* or
if the borrower ceases to occupy the property as his principal residence
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement 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 30 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 foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. 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

CCG/CG/06