

1. **Payment of Principal and Interest.** Borrower and Lender covenant and agree as follows:

2. **Terms of Payment.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender the monthly payments on the debt evidenced by the Note and late charges under the Note.

3. **Interest.** The monthly payments shall be made in full on the first day of each month, commencing on the date of the first payment. The monthly payments shall be made in full on the date of the first payment. The monthly payments shall be made in full on the date of the first payment.

4. **Prepayment.** Borrower may prepay the debt at any time without penalty. The prepayment shall be applied to the principal of the debt.

5. **Default.** Borrower shall be in default if it fails to make any payment when due or if it fails to comply with the terms of the Note.

6. **Acceleration.** In the event of a default, Lender may declare the entire debt due and payable immediately.

7. **Assignment.** Borrower agrees to assign all its rights in the debt to Lender.

8. **Waiver.** Lender agrees to waive its rights in the debt to the extent of the payments made by Borrower.

9. **Severability.** If any provision of this agreement is held to be unenforceable, the remaining provisions shall remain in full force and effect.

10. **Entire Agreement.** This agreement constitutes the entire agreement between the parties.

11. **Governing Law.** This agreement shall be governed by the laws of the State of New York.

12. **Signature.** This agreement shall be signed by the parties.

13. **Witness.** This agreement shall be witnessed by two disinterested parties.

14. **Notarization.** This agreement shall be notarized by a Notary Public.

15. **Recording.** This agreement shall be recorded in the Office of the County Clerk of the County of New York.

16. **Amendment.** This agreement may be amended in writing by the parties.

17. **Assignment of Rights.** Lender agrees to assign all its rights in the debt to the holder of the Note.

18. **Waiver of Defenses.** Borrower waives all defenses to the debt.

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11. Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, the insured shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance termination is satisfied with Borrower's and Lender's written agreement or applicable law.

12. Inspector, broker or his agent may make reasonable entries upon and inspection of the Property, Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

13. Indemnification. 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 conversion in lieu of condemnation, etc. hereby assigned and shall be paid to Lender.

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

15. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the abandonment offers to make an award for a total loss, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum secured by this Security Instrument, whether or not the date of possession of the Property and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

16. Borrower Not Released. Notwithstanding any release or discharge of the liability of the original Borrower or Borrower's successors in interest or release to any successor in interest, Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or other discharge of the sum secured by this Security Instrument by reason of any discharge made by the original Borrower or Borrower's successor in interest. Any discharge or remedy shall not be a waiver of or preclude the exercise of any right or remedy by Lender in connection with this Security Instrument.

17. Borrower's and Lender's Mutual Obligations. Lender's obligations and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraphs 11, Borrower's covenants and agreements shall be joint and several. Any Borrower who assigns the Security Instrument but does not release the Note: (a) is co-obligating this Security Instrument only to assignees, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not generally obligated to pay the sum secured by this Security Instrument; and (c) agrees that Lender and any other borrower may make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

18. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and such law is finally interpreted to limit the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charges shall be reduced by the interest necessarily to require the charges to the permitted limit; and (b) any sums already collected from Borrower which exceed the permitted limit, will be returned to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment of the Note. If a refund reduces interest, the refund will be treated as a partial prepayment of the Note.

19. Application of Law. Lender's rights. If enactment or application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 12. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 12.

20. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail with applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

21. Governing Law. 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 or the Note conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

22. Borrower's Copy. Borrower shall be given one contemporaneous copy of the Note and of this Security Instrument.

23. 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.

24. Lender reserves the option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those 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.

25. Borrower's Right to Borrow. 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 for each month period as applicable may specify for continuation) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which would be due under this Security Instrument and the Note and no acceleration occurs; (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 attorney's fees; and (d) takes such other action as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unchanged. Upon receipt, and Borrower's obligation to pay the sum secured by this Security Instrument shall continue unchanged. Upon receipt, 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.

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UNOFFICIAL COPY

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defenses of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (including those past due). Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waive of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) (specify)

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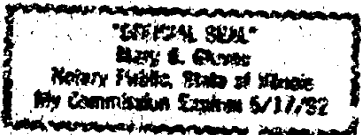
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Christopher H. Hasler
CHRISTOPHER H. HASLER

(Seal)
Borrower

Elizabeth M. Hasler
ELIZABETH M. HASLER

(Seal)
Borrower



(Seal)
Borrower

(Seal)
Borrower

(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS, COCK

County of:

I, (THE UNDERSIGNED)

, a Notary Public in and for said County and State,

do hereby certify that CHRISTOPHER L. HASLER AND ELIZABETH M. HASLER HIS WIFE

, personally known to me to be the same person(s) whose name(s) are

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

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 29TH day of JUNE, 19 90

My Commission expires:

Mary B. Hearn
Notary Public

PREPARED BY AND WHEN RECORDED, RETURN TO: CAROL WEBB
FIREMAN'S FUND MORTGAGE CORPORATION
4342 N. 157TH STREET
OAK FOREST, IL 60452

