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COOK COUNTY IL 60614
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1991 OCT 29 PM 1:50

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BOX 333 - TM

\$ 17.00

[Space Above This Line For Recording Data]

MORTGAGE

PALOS BANK AND TRUST COMPANY
12600 S. HARLEM AVE.
PALOS HEIGHTS, IL 60463

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 28, 1991

The mortgagor is

WARREN D. ROBINSON AND DIANE P. ROBINSON, HIS WIFE

("Borrower"). This Security Instrument is given to

PALOS BANK AND TRUST COMPANY

which is organized and existing under the laws of STATE OF ILLINOIS
address is 12600 S. HARLEM AVE., PALOS HEIGHTS, IL 60463

, and whose

Lender"). Borrower owes Lender the principal sum of

FORTY EIGHT THOUSAND AND NO/100****

Dollars (U.S. \$ 48,000.00).

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 on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other 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 hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOTS 41 THROUGH 46, BOTH INCLUSIVE, IN FRANK DELUGACH RUTHS HIGHLANDS,
A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 3,
TOWNSHIP 37 NORTH, RANGE 13 (EXCEPT THAT PART CONVEYED TO THE CHICAGO AND
STRAWN RAILROAD COMPANY AND THE RIGHT OF WAY OF THE WABASH RAILWAY) EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 24-03-304-043 24-03-304-048
24-03-304-044
24-03-304-045
24-03-304-046
24-03-304-047

which has the address of 4550 SOUTHWEST HIGHWAY OAK LAWN [Street, City],
Illinois 60453 [Zip Code] ("Property Address");

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This instrument was prepared by:

My Commission Expires:

Given under my hand and delivered the said instrument as **THEIR** **RECEIVED AND ACKNOWLEDGED THAT THE PURPOSES AND PURSUITS SET FORTH,** signed and delivered the said instrument on **April 28, 1991.** **RECEIVED AND ACKNOWLEDGED THAT THE PURPOSES AND PURSUITS SET FORTH,** subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they personally known to me to be the same person(s) whose name(s)

that **WARREN D. ROBINSON AND DIANE P. ROBINSON**

in Notary Public in and for said county and state do hereby certify
County ass:

[Signature]
STATE OF ILLINOIS,

Social Security Number
Dorower
(Seal)
Social Security Number
Dorower
(Seal)

Witnesses:

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

- (Check applicable box(es))
the convenants and agreements of this Security Instrument as if the ride(s) were a part of this Security Instrument.
24. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the agreements and covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the ride(s) were a part of this Security Instrument.
- (Check applicable box(es))
V.A. Rider
 Balloon Rider
 Second Home Rider
 Other(s) [Specify]
 Adjustable Rate Rider
 Condominium Rider
 Fixed Rider
 Fleet Development Rider
 Biweekly Payment Rider
 Rate Improvement Rider
 Biweekly Payment Rider

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 seized 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.

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 (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.

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23. **Waiver of Homecoming.** Borrower waives all right of homecoming exception in the Property.
Without charge to Borrower. However shall pay any acceleration costs.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
21. Lending, but not limited to, reasonable attorney fees and costs of title insurance.
proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judgment
or before the date specified in the notice. Lender, at his option, may require immediate payment in full of all sums
non-excitation of a default or any other defense of Borrower after receipt of notice proceeding the enforcement
borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the
secured by this Security Instrument, foreclosed by judicial proceeding and sale of the property. The notice shall further
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
(c) a date, not less than 30 days from the date the note is given to Borrower, by which the default must be cured; and
(b) the action required to cure the default under applicable law provides, unless
any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless
of my covenant or agreement to otherwise to Borrower prior to acceleration following Borrower's breach
21. **Acceleration.** Remedies. Lender shall give notice to Borrower to further covenant and agree as follows:
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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relative to health, safety or environmental protection.
this paragraph 27, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located that
pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, are radioactive materials,
hazardous wastes, asbestos,bestos substitutes, formaldehyde, kerosene, oil or toxic petroleum products, toxic
harmful or other remediable actions in accordance with Environmental Law.
As used in this paragraph 27, "Hazardous Substances," are those substances defined as toxic or hazardous substances by
any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take
any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take
of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority, that
govtremement of regularly involving the Property and any Hazardous Substance or Environmental Law
Borrower shall promptly give Lender written notice of any true allegation, claim, demand, lawsuit or other action by any
remedial uses and to maintenance of the Property.
any removal or other remediation of any Hazardous Substance affecting the Property to be appropriate to normal
Property that is in violation of any Environmental Law. The proceeding two sections shall not apply to the presence, use, or
Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the
Hazardous Substances in a manner that violates any applicable law without prior notice to Borrower. A sale may result in a change of
lender, but not limited to, reasonably acceptable alternate fees; and (d) takes such action as Lender may reasonably require to insure
as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one
lentment may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known
19. **Note of Note.** Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security
information required by applicable law.
not apply in the case of a cancellation under paragraph 17.
objections accrued hereby shall remain fully effective as if no acceleration had occurred. However, this right to remitate shall
this Security Lender shall cancel the Note. Upon reinstatement by Borrower, this Security Instrument and the
that the less of (a) Security Servicer referred to in a schedule of the Note, if there is a change of the Loan Servicer, Borrower will be
or more claims of the Lender, Security Servicer, fees, and (d) makes such action as Lender may reasonably require to insure
as more claims of the Lender, Security Servicer, fees, and (d) makes such action as Lender may reasonably require to insure
Hazardous Substances, Borrower shall not use or permit the presence, use, disposal, storage, or release of any
Borrower shall use and to maintenance of the Property.
any removal or other covenants or agreements: (c) pays all expenses incurred in enforcing this Security Instrument,
Lender will sum which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b)
Security Lender may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this
Security law may provide for reinstatement before sale of the Property pursuant to any power of sale contained in this
enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as
permitted by this Security Instrument without further notice or demand on Borrower,
Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies
less than 30 days from the date the note is delivered or mailed within twelve months payment in full of all sums secured by this
if Lender exercises this option, Lender shall give Borrower notice of acceleration. The note shall provide a period of not
of this Security instrument.
Security instrument, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date
Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by this
is sold or transferred (or in a beneficial interest in Borrower, if all or any part of the Property or my interest in it
17. Transfer of the Property or a beneficial interest in Borrower, if all or any part of the Property or my interest in it
permitted by this Security instrument without further notice or demand on Borrower,
Security instrument, if Borrower fails to pay any acceleration costs.
without charge to Borrower. However shall pay any acceleration costs.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
21. Lending, but not limited to, reasonable attorney fees and costs of title insurance.
proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judgment
or before the date specified in the notice. Lender, at his option, may require immediate payment in full of all sums
non-excitation of a default or any other defense of Borrower after receipt of notice proceeding the enforcement
borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the
secured by this Security Instrument, foreclosed by judicial proceeding and sale of the property. The notice shall further
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
(c) a date, not less than 30 days from the date the note is given to Borrower, by which the default must be cured; and
(b) the action required to cure the default under applicable law provides, unless
any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless
of my covenant or agreement to otherwise to Borrower prior to acceleration following Borrower's breach
21. **Acceleration.** Remedies. Lender shall give notice to Borrower to further covenant and agree as follows:
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by ceasing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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

to be severable.

Given effect without the conflicting provision, to this end the provisions of this Security Instrument and the Note are deemed invalid which applies to such conflict shall not affect other provisions of this Security Instrument or the Note which can be invalidated in which the Property is located. In the event that any provision of this Security Instrument or the Note is held invalid by the court, any provision of this Security Instrument or the Note which is valid shall be given effect in this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the State in which the Property is located.

Lender's address stated herein or any other address Lender designates by notice to Borrower, any notice provided for in this or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to or by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address it by first class mail unless applicable law requires delivery in or by mailing

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing

preparatory clause under the Note.

17. Loan Charge. If the loan secured by this Security Instrument is subject to a rate without any payment to Borrower, if a random reader participates, the reduction will be treated as a partial payment without any payment to Lender, to make this result by reducing the principal owed under the Note or by making a direct Borrower, Lender may choose to make this result by reducing the principal owed under the Note or by making a direct payment to the permitted time, and (b) any sum already called from Borrower which exceeded permitted limits will be reduced to the excessed if the permitted time, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan secured by other loans charges collected or to the collection in connection with the same and that law is finally interpreted so that the interest or other loan charges collected or to the collection in connection with the same and any accommodation with regard to the terms of this Security Instrument or the Note without any payment by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or

Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the same instrument but does not execute the Note; (a) is co-signing this Security Instrument only to protect, garnish and convey due

paragraph 17. Borrower's convenants and agreements shall be valid 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 provisions of paragraph 17, Borrower's successors and assigns shall be liable to Lender to any successor in interest of Borrower shall

exercise of any right or remedy.

18. Borrower Not Release; Forfeiture; Right of Attorney; Cancellation of Proceedings to Prinicipal shall not exceed or succeedors in interest. Any forfeiture by Lender in exercising any right or remedy shall not be a waiver of or preclude the collection proceedings by this Security Instrument by Lender in exercise of any demand made by the original Borrower or Borrower's of the sums secured by this Security Instrument by Lender in exercise of any demand made by the original Borrower or Borrower's collection proceedings against any successor in interest or release of the principal or otherwise nondeductible to not operate to release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be required to of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

possible the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any amendment of proceedings to principal shall not exceed or

secured by this Security Instrument, whether or not the note due.

Lender is authorized to collect any unpaid proceeds, at its option, either to restore or repair of the Property or to the same award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given,

If the Property is abandoned by Borrower, or if, after notice by Lender to make the demand offer to Borrower that the same

be applied to the sums secured by this Security Instrument whether or not then due.

unless, unless Borrower and Lender otherwise agree in writing or unless otherwise law allows otherwise before the taking, unless Borrower and Lender otherwise agree in writing or unless otherwise before the taking, unless Lender is authorized to collect any unpaid the note due.

market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair value of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, unless Lender is authorized to collect any unpaid the note due.

Security instrument shall be reduced by the amount of the proceeds multpled by the following fractions: (a) the total

Security instrument before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

Security instrument immediately before the taking is equal to or greater than the amount of the sums secured by this

market value of the Property immediately before the taking, in the event of a partial taking of the Property in which the fair

whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, the legal expenses and

19. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any

Borrower notice at the time of prior to an inspection specifically reasonable cause for the inspection.

20. Inspection. Lender or his agent may make reasonable enquires upon and inspectioins of the Property. Lender shall give

immediate access to records with any written agreement between Borrower and Lender or applicable law.

the premises required to maintain insurance in effect, or to provide a loss reserve, until the replacement for mortgage

that Lender, requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay

payments may no longer be required, at the option of Lender, if insurance coverage (in the amount and for the period