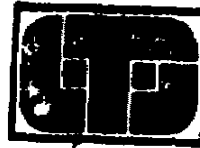


# UNOFFICIAL COPY

9 1 6 3 3 3 91603392

Mail To:



**LENDERS  
TITLE GUARANTY**  
4801 Emerson St., Suite 102  
Palatine, IL 60067  
(708) 303-8200

Box 291

[Space Above This Line For Recording Data]

Loan # 0770198

## MORTGAGE

11/08/91 BELMONT HEIGHTS \$17,000  
11/08/91 PALATINE 11/08/91 12:48:00  
11/08/91 \* 91-603392  
COOK COUNTY REGISTER

Property of Cook County

# 531631

THIS MORTGAGE ("Security Instrument") is given on **November 8th, 1991** The mortgagor is **LEIGHTON ROYSTER and ETSUKO ROYSTER, HIS WIFE**

("Borrower"). This Security Instrument is given to **CORMAN MARKETING SYSTEMS, INC.,  
d/b/a G M S MORTGAGE CENTER**

which is organized and existing under the laws of **THE STATE OF ILLINOIS** and whose address is **800 E. NORTHWEST HIGHWAY - SUITE 900, PALATINE, ILLINOIS 60067**

(Lender"). Borrower owes Lender the principal sum of **Ninety-seven thousand and NO/100** Dollars (U.S. \$ **97,000.00**)

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 **December 1st, 2021**

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:

**LOT 16, IN BELMONT HEIGHTS UNIT NUMBER 2, BEING A SUBDIVISION OF THE EAST HALF (1/2) OF BLOCK 3 IN D.W. MILLER'S ARLINGTON HEIGHTS ACRES ADDITION, BEING A SUBDIVISION IN THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

91603392

1702  
R

PIN 03-29-110-020-0000

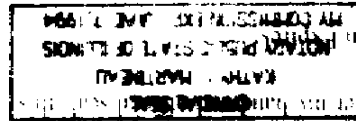
which has the address of **60004** **410 E. MARSHALL STREET** **ARLINGTON HEIGHTS** [Street, City], Illinois [Zip Code] ("Property Address")

91603392

# UNOFFICIAL COPY

Form 3014 9/90

This instrument was prepared by **CHEERL MERRILL**



day of November 1991

personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they have and voluntarily act for the uses and purposes therein set forth.

that **LEIGHTON ROOSTER and FISUKO ROOSTER, HIS WIFE,** a Notary Public in and for said county and state do hereby certify

County ss:

STATE OF ILLINOIS

(Seal) Borrower

(Seal) Borrower **FISUKO ROOSTER, HIS WIFE**

(Seal) Borrower **LEIGHTON ROOSTER**

Witnesses

in any riders executed by Borrower and recorded with it BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

24. 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 boxes.)

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V A Rider
- Condominium Rider
- Planned Unit Development Rider
- Kate Improvement Rider
- (Others [Specify])
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

RECORD AND RETURN TO:  
GORMAN MARKETING SYSTEMS, INC.,  
d/p/a G M S MORTGAGE CENTER  
800 E. NORTHWEST HIGHWAY - SUITE 900  
PALATINE, ILLINOIS 60067

916033392

RECORD AND RETURN TO:  
GORMAN MARKETING SYSTEMS, INC.,  
d/b/a G M S MORTGAGE CENTER  
800 E. NORTHWEST HIGHWAY - SUITE 900  
PALATINE, ILLINOIS 60067

24. 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)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> V.A. Rider              | <input type="checkbox"/> Other(s) [specify]             |   |

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

Witnesses:

*Jerry S. Martineau*

*Leighton Royster*  
LEIGHTON ROYSTER (Seal)  
Borrower

*Jerry S. Martineau*

*Etsuko Royster*  
ETSUKO ROYSTER, HIS WIFE (Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

STATE OF ILLINOIS,

*Cook*

County ss:

I, \_\_\_\_\_, a Notary Public in and for said county and state do hereby certify that **LEIGHTON ROYSTER and ETSUKO ROYSTER, HIS WIFE,**

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they 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

8th day of November 1991

My Commission Expires

**KATHY L. MARTINEAU**  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JUNE 7, 1994

*Jerry S. Martineau*  
Notary Public

This Instrument was prepared by: **CHERYL NEYFELDT**

91603392

# UNOFFICIAL COPY

Form 3014 9/90  
Amended 5/91

ILLINOIS Single Family Home Uniform Instrument

which has the address of 410 E. MARSHALL STREET ARLINGTON HEIGHTS ILLINOIS 60004

PIN 03-29-110-020-0000

91603392

LOT 16, IN BELMONT HEIGHTS UNIT NUMBER 2, BEING A SUBDIVISION OF THE EAST HALF (1/2) OF BLOCK 3 IN D.W. MILLER'S ARLINGTON HEIGHTS ACRES ADDITION, BEING A SUBDIVISION IN THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

described property located in COOK County, Illinois. This Security Instrument secures to Lender the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and to 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

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 to be paid earlier, due and payable on December 1st, 2021. Dollars U.S. \$ 97,000.00

Ninety-seven thousand and no/100 Lender, Borrower owes Lender the principal sum of address is 800 E. NORTHWEST HIGHWAY - SUITE 200 PALATINE, ILLINOIS 60067 and whose

THE STATE OF ILLINOIS

GORMAN MARKETING SYSTEMS, INC., d/b/a G M S MORTGAGE CENTER

LEIGHTON ROOSTER and ESTER ROOSTER, HIS WIFE

November 8th, 1991

## MORTGAGE

Loan # 0770198

LENDERS  
TITLE GUARANTEE  
4801 Emerson St., Suite 102  
Palatine, IL 60067  
(708) 303-6200



Box 291

91603392

91603392

531681

# UNOFFICIAL COPY

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.

# UNOFFICIAL COPY

23. **Waiver of Homestead:** Borrower hereby waives all homestead and exemption rights in the Property without exception. Borrower shall pay any and all such costs.

22. **Release:** Lender's payment of all sums secured by this Security Instrument, together with any other instrument

21. **Acceleration:** Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach

NON-FUNCTIONAL COVENANTS. Borrower and Lender hereby covenant and agree as follows:

(a) 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 defense 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

As used in this paragraph 21: "Hazardous Substances" means any substance defined as toxic or hazardous substances by Federal, State or local law and the following substances: pesticides, herbicides, fungicides, fertilizers, and other toxic, petroleum products, toxic wastes, and other hazardous materials, including asbestos, lead, radon, and other radioactive materials. As used in this paragraph 21, "Environmental Law" means Federal, State, and local laws and regulations, including but not limited to, laws relating to health, safety, or environmental protection.

20. **Hazardous Substances:** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. Borrower shall not allow anyone else to do anything affecting the Property that is a violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency involving the Property and any hazardous substance or Environmental Law of which Borrower has actual knowledge. If Borrower has knowledge of any governmental or regulatory authority that may have jurisdiction over or effect enforcement of any Environmental Law, Borrower shall promptly take all necessary and appropriate actions with that governmental Law.

19. **Side of Note/Change of Loan Servicer:** The Note or a partial interest in the Note together with this Security Instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer, as provided to a side of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. **Borrower's Right to Reinstate:** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or the entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) Lender, at its option, agrees to pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees and costs, such action as Lender may reasonably require to assure that the terms of the Security Instrument, Lender's rights in the Property, and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged; (c) reinstatement by Borrower, this Security Instrument, and the obligations secured hereby shall remain fully enforceable as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of a foreclosure under paragraph 17.

17. **Transfer of the Property or a Beneficial Interest in Borrower:** If all or any part of the Property or any interest in it is sold or transferred to a third party, 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, the option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Security Instrument.

If Lender exercises the option, Lender shall: (a) be deemed to have exercised the option on the date the option is exercised by Lender; (b) be deemed to have exercised the option on the date the option is exercised by Lender; (c) be deemed to have exercised the option on the date the option is exercised by Lender; (d) be deemed to have exercised the option on the date the option is exercised by Lender; (e) be deemed to have exercised the option on the date the option is exercised by Lender; (f) be deemed to have exercised the option on the date the option is exercised by Lender; (g) be deemed to have exercised the option on the date the option is exercised by Lender; (h) be deemed to have exercised the option on the date the option is exercised by Lender; (i) be deemed to have exercised the option on the date the option is exercised by Lender; (j) be deemed to have exercised the option on the date the option is exercised by Lender; (k) be deemed to have exercised the option on the date the option is exercised by Lender; (l) be deemed to have exercised the option on the date the option is exercised by Lender; (m) be deemed to have exercised the option on the date the option is exercised by Lender; (n) be deemed to have exercised the option on the date the option is exercised by Lender; (o) be deemed to have exercised the option on the date the option is exercised by Lender; (p) be deemed to have exercised the option on the date the option is exercised by Lender; (q) be deemed to have exercised the option on the date the option is exercised by Lender; (r) be deemed to have exercised the option on the date the option is exercised by Lender; (s) be deemed to have exercised the option on the date the option is exercised by Lender; (t) be deemed to have exercised the option on the date the option is exercised by Lender; (u) be deemed to have exercised the option on the date the option is exercised by Lender; (v) be deemed to have exercised the option on the date the option is exercised by Lender; (w) be deemed to have exercised the option on the date the option is exercised by Lender; (x) be deemed to have exercised the option on the date the option is exercised by Lender; (y) be deemed to have exercised the option on the date the option is exercised by Lender; (z) be deemed to have exercised the option on the date the option is exercised by Lender.

330916

# UNOFFICIAL COPY

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 winds 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 causing 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, appealing 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

91603302

# UNOFFICIAL COPY

## 16. Borrower's Right to Cure Default and to Retain Possession of the Property

Notwithstanding to the contrary of any provision of this Security Instrument, the Borrower shall have the right to cure any default under this Security Instrument and to retain possession of the Property until the default is cured.

Notwithstanding to the contrary of any provision of this Security Instrument, the Borrower shall have the right to cure any default under this Security Instrument and to retain possession of the Property until the default is cured.

## 15. Governing Law; Severability

This Security Instrument shall be governed by the law of the State of California. If any provision of this Security Instrument is held to be unenforceable under the law of the State of California, the remaining provisions of this Security Instrument shall remain in full force and effect.

## 14. Notices

Notices shall be given to the Borrower at the address set forth in this Security Instrument or at such other address as the Borrower may in writing designate to the Lender. Any notice provided for in this Security Instrument shall be deemed to have been given to the Borrower if notice is given to the address set forth in this Security Instrument.

## 13. Loan Charges

The Borrower shall pay to the Lender all charges, including but not limited to interest, taxes, and other charges, as set forth in this Security Instrument. The Borrower shall also pay to the Lender all charges, including but not limited to interest, taxes, and other charges, as set forth in this Security Instrument.

## 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers

The obligations of the Borrower under this Security Instrument shall be binding on the Borrower, its heirs, assigns, successors, and assigns, and shall be binding on the Borrower, its heirs, assigns, successors, and assigns, jointly and severally.

## 11. Borrower Not Released; Forfeiture By Lender Not a Waiver

The Borrower shall not be released from its obligations under this Security Instrument by the Lender's failure to exercise any right or remedy available to the Lender. The Lender's exercise of any right or remedy shall not be a waiver of any other right or remedy available to the Lender.

## 10. Application of Proceeds

The proceeds from the sale or other disposition of the Property shall be applied to the payment of the debt secured by this Security Instrument in accordance with the following order of priority: (a) payment of the debt secured by this Security Instrument; (b) payment of the debt secured by any other security instrument; (c) payment of the debt secured by any other security instrument; (d) payment of the debt secured by any other security instrument.

## 9. Inspection

The Lender shall have the right to inspect the Property at any time and from time to time. The Borrower shall give the Lender reasonable access to the Property for inspection. The Lender shall give the Borrower reasonable notice of any inspection.

## 8. Condemnation

In the event of the condemnation of all or part of the Property, the Borrower shall be entitled to the proceeds from the condemnation of the Property in accordance with the following order of priority: (a) payment of the debt secured by this Security Instrument; (b) payment of the debt secured by any other security instrument; (c) payment of the debt secured by any other security instrument; (d) payment of the debt secured by any other security instrument.

## 7. Insurance

The Borrower shall maintain and keep in force and effect fire and theft insurance on the Property for the term of this Security Instrument. The Borrower shall provide the Lender with evidence of such insurance.

## 6. Assignment

The Borrower shall not assign, sell, or otherwise dispose of its interest in the Property or the debt secured by this Security Instrument without the prior written consent of the Lender. Any assignment, sale, or other disposition of the Property or the debt secured by this Security Instrument shall be void and of no effect.

## 5. Remedies

The Lender shall have the right to enforce the obligations of the Borrower under this Security Instrument by any legal remedy available to the Lender. The Lender shall not be limited to the remedies set forth in this Security Instrument.

## 4. Waiver

The Borrower hereby waives the right to assert any defense or claim against the Lender arising out of or in connection with this Security Instrument. The Borrower also waives the right to assert any defense or claim against the Lender arising out of or in connection with this Security Instrument.

## 3. Assurances

The Borrower warrants and represents that the information provided in this Security Instrument is true and correct. The Borrower also warrants and represents that the information provided in this Security Instrument is true and correct.

## 2. Acknowledgment

The Borrower acknowledges that the terms and conditions of this Security Instrument are fair and reasonable. The Borrower also acknowledges that the terms and conditions of this Security Instrument are fair and reasonable.

## 1. Preamble

This Security Instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_.

268330316