

*Debtors*

MAIL DOCUMENTS TO:  
FIRST ILLINOIS MORTGAGE CORPORATION  
1440 RENAISSANCE DRIVE  
PARK RIDGE ILLINOIS 60068

**UNOFFICIAL COPY**

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1991 NOV 19 PM 2:23

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**MORTGAGE**

THIS MORTGAGE ("Security instrument") is given on

NOVEMBER 11, 1991

The mortgagor is

DAVID L. KOZISKI AND CATHERINE W. KOZISKI, HUSBAND AND WIFE,

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

FIRST ILLINOIS BANK OF EVANSTON, N.A.

\$ 17.00

which is organized and existing under the laws of THE UNITED STATES, and whose

address is 800 DAVIS STREET EVANSTON ILLINOIS 60204

(Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED FIFTY FIVE THOUSAND SEVEN HUNDRED AND 00/100

Dollars (U.S. \$ 155,700.00).

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 01, 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

LOT 35 IN BLOCK 1 IN SCHRADER'S SUBDIVISION OF BLOCK 49 IN OGDEN AND OTHERS  
SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4,  
THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF)  
IN COOK COUNTY, ILLINOIS.

PI# 14-19-427-032

which has the address of  
Illinois 60657 [Zip Code]

1918 W. MELROSE CHICAGO ("Property Address");

[Street, City].

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

6R(IL) (9105)

VMP MORTGAGE FORMS 1313/293-8100 1-800/521-7291

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Form 3014 9/90  
Amended 5/91

MORT

BOX 333-

LOAN NUMBER: KOZISKI

02180916

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Form 3014 9/90

JENNIFER FELT

PARK RIDGE EDITIONS 34009

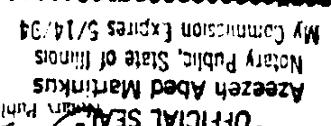
1100 DIAZ AVENUE 1695

FIRST ILLINOIS MORTGAGE CORPORATION

THIS INSTRUMENT WAS PREPARED BY:

My Commission Expires:

This instrument was prepared by:



GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 11TH DAY OF JULY, 1994, FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES HEREIN SET FORTH,  
SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT HE  
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S)

that I, MARY L. KOZIISKI, AGENT IN KENOSHA, HESKIN AND WIE

I, MARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY

(County ss)

100-  
STATE OF ILLINOIS.

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

BY SIGNING BELOW, BORROWER AGREES AND AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND  
IN ANY RIDEER(S) EXECUTED BY BORROWER AND RECORDED WITH IT

Witnesses

- [Check applicable boxes]  A.A. Rider  
 Billieann Rider  
 Bradbury Payment Rider  
 Family Rider  
 Grandminimum Rider  
 Plumbed Tin Levermount Rider  
 Second Home Rider  
 Thirdlevel Payment Rider  
 Whitekly Payment Rider  
 Other(s) [Specify]

SECURITY INSTRUMENT, THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE RIDEER(S) WERE A PART OF THIS SECURITY INSTRUMENT  
THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE RIDEER(S) WERE A PART OF THIS SECURITY INSTRUMENT

23. RIDEERS TO THIS SECURITY INSTRUMENT, IF ONE OR MORE RIDEERS ARE EXECUTED BY BORROWER AND RECORDED TOGETHER WITH THIS SECURITY INSTRUMENT, THE COVENANTS AND AGREEMENTS OF EACH SUCH RIDEER SHALL BE INCORPORATED INTO AND SHALL AMEND AND SUPPLEMENT

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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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Form 3014 9-90

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

Additional language or Deedway - Borrower shall pay any tax deduction costs

22. **Release of prior property.** All sums secured by this Security Instrument, Lender shall release this Security Interest in

21. **Indemnity.** but not limited to reasonable attorney's fees and costs of title evidence.

Proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Interest without further demand and may foreclose this Security Interest payment in full of all sums of before the date specified in the note. Lender, at his option, may require immediate payment in full of the sums non-payment of a default or any other default of Borrower to acceleration and foreclosure. If the default is not cured on demand by this Security Interest, Lender shall pay judgment proceeding the amount borrowed of the notice to remit to Lender the date specified in the note to assert in the foreclosure proceeding the sums secured by this Security Interest, Lender shall pay judgment proceeding and sale of the Property. The notice shall further demand to cure the default on or before the date specified in the note which the default must be cured; and (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) a date, not less than 30 days from the date the notice is given to Borrower, (a) the default; (b) the action required to cure the default; applicable law provides otherwise. The notice shall specify: (a) the date of acceleration; (b) the amount required under paragraph 17 unless of any claim or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

21. **Acceleration demands.** Lender shall give notice to Borrower prior to acceleration notice above Borrower's breach

**NON-EVACUATION.** Borrower and Lender further covenant and agree as follows:

relief of health, safety or environmental protection  
this paragraph 21. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that provides and protects, including asbestos, asbestos substitutes, asbestos containing materials, toxic environmental laws and the following substances: asbestos, asbestos substitutes by as used in this paragraph 21. "Hazardous Substances" are those substances defined as toxic or hazardous substances by

all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take

of which Borrower has acted knowledge if Borrower learns, or is notified by any government of regulatory authority, that

removal or remediation of any Hazardous Substance affecting the Property and any Hazardous Substance of Environmental Law

Borrower shall promptly give a written notice of any investigation, claim, demand, lawsuit or other action by any

residential uses and to maintenance of the Property.

Property that is in violation of any Environmental Law, Borrower shall not do, not allow anyone else to do, anything affecting the Hazardous Substances or oil in the Property. Borrower shall also remove any other

20. **Hazardous Substances.** Borrower shall not cause of permit the presence, use, disposal, storage, or release of any

individuation required by applicable law  
address of the new loan servicer and the address to which payments should be made. The notice will also contain any other  
same written notice of the change in address with paragraph 14 above and applicable law. The notice will state the name and  
of more damages of the loan servicer intended to it as of the Note, if there is a change of the loan servicer, Borrower will be  
as the "loan servicer" shall collect monthly payments due under the Note and this Security Instrument. There also may be one  
institution may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity holding  
19. **Sale of Note.** Except in the case of a conveyance of any interest in the Note together with this Security

not apply in the case of a conveyance under paragraph 17.

this Security Interest shall continue until the date of no acceleration had occurred. However, this right to remit shall  
not affect the loan servicer's rights in the Property and Borrower's obligation to pay the sums secured by  
this Security Interest shall continue unchanged if upon remittance by Borrower, this Security Interest payment and the  
date the loan of this Security Interest, less, and (d) takes such action as Lender may reasonably require to assure  
indemning, but not limited to, reasonable attorney's fees, and (e) pays all expenses incurred in enforcing this Security Instrument,  
unless any default of any other accounts of agreements, (f) pays all expenses incurred in no acceleration had occurred; (g)  
Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (h)  
Security Instrument, or (i) entry of a judgment entitling this Security Interest. Those conditions are that Borrower (a) pays  
applicable law may apply for reinstatement before sale of the Property pursuant to any power of sale contained in this  
agreement of this Security Instrument as 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 Interest, 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 which Borrower must pay all sums secured by this

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

of this Security Interest.

Security Interest. 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 its option, require immediate payment in full of all sums secured by this  
is sold to interested or a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), without

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it

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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 hazard, 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 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, 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 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 declared void without application of law, such conflict notwithstanding. In the event that any provision of this Security Instrument or the Note is declared invalid in whole or in part by the court, it shall not affect other provisions of this Security Instrument and the Note are declared void.

15. **Covering Law; Severability.** This Security Instrument shall be governed by federal law and the law of the

Security Instrument shall be deemed to have been given to Lender when given as provided in this paragraph.

Lender's address shall remain of an office address Lender may notice to Borrower. Any notice provided for in this instrument addressed to another address by notice to Lender. Any notice to Lender shall be given by first class mail to any other address unless otherwise specified. The notice shall be directed to the Property Address as by this class unless otherwise specified. The amount of attorney's fees incurred in connection with the

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

preparation of a copy under the Note

by Borrower. If a return receipt is provided, the recipient will be treated as a partial payment without any payment to Borrower. If Lender may choose to make this return by returning the Note to Lender in writing to the permitted time, and if the sum already collected from Borrower which exceeded permitted time will be refunded to Lender. If Lender fails to return the Note to Lender in time to reduce the charge loan exceed the permitted time, then he may sue for damages which will be recovered by the amount necessary to reduce the charge and this law is hereby interpreted so that the interest of either loan charges collected to it to be collected in connection with the

and this law is hereby interpreted so that the interest of either loan charges collected to it to be collected in connection with the

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which says maximum loan charges

make any accommodations with regard to the terms of this Security Instrument or the Note without the Note's consent.

Borrower's interest in the Property under the terms of this Security Instrument may agree to extend, modify, defer or suspend by this Security Instrument and to agrees that Lender and any other Borrower may agree to extend, modify, defer or suspend the terms of this Security Instrument to pay the sum

Borrower's interest in the Property under the terms of this Security Instrument only to mitigate; grant and convey that

Instrument but does not exceed the Note. It is so signing this Security Instrument to Borrower who do signs this Security

paragraph 17. Borrower's conveyances and assignments to Lender and Borrower, subject to the provisions of

Security Instrument shall bind and benefit the successors and assigns to Lender and Borrower, except to the extent of

12. **Successors and Assigns; Joint and Several Liability; Covenants.** The covenants and agreements of this

Instrument of any right of remedy

successors in interest. Any Lender may exercise the Lender in exercising any right of remedy shall not be a waiver of or preclude the

Lender is bound by this Security Instrument to Lender's demand made by the original Borrower of Borrower's

compliance proceedings against the successor in interest of Borrower's successors in interest. Lender shall not be required to release the liability of the original Borrower's successors in interest to any successor in interest of Borrower shall

not operate to release the liability of the original Borrower's successors in interest to any successor in interest of Borrower shall

of continuation of the sum secured by this Security Instrument paid by Lender to the time for payment of nondelivery

11. **Borrower Not Kept from Foreclosure by Lender Not a Waiver of Right to Payment of Such Payments.**

postpone the due date of the monthly payments related to paragraphs 1 and 2 to change the amount of such payments

Lender and Borrower do agree in writing, any application of proceeds to principal shall not exceed or

unless Lender and Borrower do agree in writing, any application of proceeds to principal shall not exceed the

Lender is authorized to collect and apply the proceeds, at its option, either to a reduction of principal or to the sum

award of costs or attorney's fees or expenses. Borrower shall be liable to Lender within 30 days after the date the note is given,

If the Property is sold a claim by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

offer to the sum secured by this Security Instrument whether or not the sum due

be applied to the sum secured by this Security Instrument whether or not the sum due

unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

market value of the Property immediately before the date the liability is less than the sum secured immediately before the last

before the liability. Any balance shall be paid to Lender in the event of a partial taking of the Property in which the last

before the date the liability. Any balance shall be paid to Lender, divided by the fair market value of the Property in which the last

before the date the sum secured immediately before the date the liability, divided by the fair market value of the Property immediately before the date the sum secured by this Security Instrument shall be reduced by the following ratio: (a) the total

Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by

Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this

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

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

shall be paid to Lender

condemnation of either taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assented and

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

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

9. **Inspection.** Lender to its agent may make reasonable efforts upon and inspections of the Property. Lender shall give

insurance ends in accordance with written agreement between Borrower and Lender or applicable law

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

that Lender requires, provided by an insurer approved by Lender, is 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