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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Horrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. 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 the sum-vecured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items; shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly epaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make

up the deficiency in one or more payments as required by Lender.

Upon payment in full of all suchs secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless perfecable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third,

to amounts payable under paragraph 2; fourtl, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes acsessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and jeasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not or d in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lenacr all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly fur ash 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 forfeiture of any part of the Property; 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 also Horrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 12 days of the giving of notice.

5. Hazard Insurance, Borrower shall keep the improvements now existing of hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other lozards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender equires. The insurance carrier providing the

insurance shall be chosen by Borrower subject to Lender's approval which shall not be increasonably withheld.

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 use the Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the indurance 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 ristoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not be sened. 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 ran idons 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 19 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless

Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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.

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

by this Security Instrument without further notice or demand on Borrower. Instrument, If Borrower fails to pay these sums prior to the expiration of this period, Londer may invoke any remedies permitted less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

Security Instrument. Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal liw s of the date of this Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security sold or transferred (or if a beneficial interest in Botrower is sold or transferred and Botrower is not a patural person) without

71. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is 16. Borrower's Copy, Borrower shall be given one conformed copy of the Note and of min Security Instrument. without the conflicting provision. To this end the provisions of this Security Instrument and income are declared to be severable. applicable law, such conflict shall not affect other provisions of this Security Instrument. It the Note which can be given effect in which the Property is located. In the event that any provision or clause of this Security It strument or the Note conflicts with

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction ment shall be deemed to have been given to Borrower or Lender when given as troylded in this paragraph.

address stated herein or any other address Lender designates by notice to Borrower, 'my notice provided for in this Security Instruor any other address Borrower designates by notice to Lender. Any notice to Lader shall be given by first class mail to Lender's it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address 14. Notices. Any notice to Borrower provided for in this Security Itist innent shall be given by delivering it or by mailing

exercises this option, Lender shall take the steps specified in the second naragraph of paragraph 17. payment in full of all sums secured by this Security Instrument and my invoke any remedies permitted by paragraph 19. If Londer sion of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate

13. Legislation Affecting Lender's Rights. If ensetment of extraction of applicable laws has the effect of rendering any provi-

under the Note,

to Borrower. If a refund reduces principal, the reduction with the treated as a partial prepayment without any prepayment charge Bottower. Lender may choose to make this refund by reducing the principal owed under the Vote or by making a direct payment to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interpret or other loan charges collected or to he collected in connection with the 12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

tions with regard to the terms of this Security Instrument or the Note without that Borrower's consent. Instrument; and (c) agrees that Lender and large Borrower may agree to extend, modify, forbear or make any accommodathe Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security

in interest. Any forben, since by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization not operate to relate the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall 10. Borrower Not Released; Forbearance By Lender Not a Waiver, Extension of the time for payment or modification of

the due 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 application of proceeds to principal shall not extend or postpone

secured by this Security Instrument, whether or not then due Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums an award or settle a claim for damages, Borrower fails to respond to Londer within 30 days after the date the notice is given,

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

be paid to Lender.

nation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borin accordance with Borrower's and Lender's written agreement or applicable law.

pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates 11 Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall

## UNOFFICIAL COPY 2

71 10 EI

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

by this Security Instrument without further notice or demand on Borrower. Instrument, If Borrower fails to pay these sums prior to the expiration of this period, I ender may invoke any remedies permitted less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security

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

Security Instrument.

Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal lawas of the date of this Londer's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not Antural person) withour 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

16. Burrower's Copy, Borrower shall be given one conformed copy of the Note and of this Servitly Instrument. without the conflicting provision. To this end the provisions of this Security Instrument and the More are declared to be severable. applicable law, such conflict shall not affect other provisions of this Security Instrument of the volte can be given effect in which the Property is located. In the event that any provision or clause of this Security Listrument or the Note conflicts with 15. Governing Law; Severability, This Security Instrument shall be governed by federal law and the law of the jurisdiction

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

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

exercises this option, Lender shall take the steps specified in the second baragraph of paragraph 17. payment in full of all sums secured by this Security Instrument and mr.y ,nvoke any remedies permitted by paragraph 19. If I ender sion of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate

13. Legislation Affecting Lender's Rights. If enactment or extration of applicable laws has the effect of rendering any provi-

under the Note.

to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge Bottower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to non exceed the permitted limits, them: (a) any such charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the

tions with regard to the terms of this Security instrument or the Note without that Borrower's consent.

12. Loan Charges, If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodathe Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security

not execute the Note; (a) is co-signity of Security Instrument only to mortgage, grant and convey that Bortower's interest in Botrower's covenants and agreement. Inail be joint and several. Any Botrower who co-signs this Security Instrument but does instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. 11. Successors and Assigns Jount and Several Liability; Co-signers. The covenants and agreements of this Security

right or remedy. in interest. Any forbearement by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any of the sums secured by "its Security Instrument by reason of any demand made by the original Botrower or Botrower's successors commence proceedings apainst any successor in interest or refuse to extend time for payment or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be required to amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone secured by this Security Instrument, whether or not then due,

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

be paid to Lender. nation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borin accordance with Borrower's and Lender's written agreement or applicable law.

pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates 10 Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall

UNIFORM COVENANTS. Borrower and Lender covenant and legree 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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not su ficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one of more payments as required by Lender.

Upon payment in full of the sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 10 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property of its acquisition by Lender, any Funds held by Lender at the time of application 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 late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth to interest due; and last, to principal due.

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 trasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not rand 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 jurnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has phority 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 forfeiture of any part of the Property; 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.

5. Hazard Insurance. Borrower shall keep the improvements now existing or 'lercafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards 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 no the unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a s'andard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall prompt y give the Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the irs nance carrier and 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 r storation or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not less ned. 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 19 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Leader's Rights in the Property; Mortgage Insurance. 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 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.

## PLANNED UNIT THE OFFICIAL COPETIBANCE

LOAN NUMBER 010034506

Citibank, Federal Savings Bank

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 11TH day of MAY .19 90, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to CITIBANK, FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2321 WINDSOR LANE COUNTRY CLUB HILLS ILLINOIS 60477

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

SEE ATTACHED

(the "Declaration"). The Property is a part of a planned unit development known as

PROVINCETOWN HOMES

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the commor areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD Coverages. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and corps as follows:

A. PUD Oblir stirns. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all ages and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the transfer Lender requires, including fire and hazards included within the term "extended coverage," then:

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

(ii) Borrower's obligation under unito m Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of zin, lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance projects in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured of the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take exc't actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for riamages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

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

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of

(III) termination of professional management and assumption of self-management of the Owners Association

(iv) any action which would have the effect of rendering the public liability insurance or verage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secures by the 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.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

HUGH'H SMITH

-BOTTOWET

-BOTTOWET

-BOTTOWET

-BOTTOWET

-BOTTOWET

MULTISTATE PUD RIDER - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT



Lender:

Of

## **UNOFFICIAL COPY**

BONE BY BORNER

REI TITLE SERVICES

PARCEL 1:

PROVINCETOWN HOMES UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF SECTION 3, NUMBER 2, BEING A RESUBDIVISION OF AREAS 28 TO 40, BOTH INCLUSIVE, IN PLACE OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED ALONG THE NORTH LINE OF PARCEL 32 FOR A DISTANCE OF 120, 45 FEET TO AN WALL; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE ALONG THE COURSE FOR A DISTANCE O? 0,15 FEET TO POINT IN THE CENTER LINE OF A PARTY COURSE ALONG AN EXTENSION OF AND THE CENTER LINE OF A PARTY WALL FOR A INTERSECTION WITH THE CENTER LINE OF A PARTY WALL EXTENDED NORTH FOR A AS FOLLO, 5: COMMENCING AT THE NORTHWEST CORNER OF PARCEL 32; THENCE BASIS TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MEPTOIAN, DESCRIBED THAT PART OF PARCEL 32 IN RESUBBITISION OF PART OF PROVINCETOWN TOKES UNIT CENTER LINE OF A PARTY WALL AND AN EXILISION THEREOF FOR A DISTANCE OF DISTANCE OF 50.85 FEET; THENCE EAST AT RIGHT ANTLES TO THE LAST DESCRIBED WEST ALONG THE NORTH LINE OF PARCEL 32 FOR A DISTANCE OF 29,55 FEET TO THE A DISTANCE OF 63 FEET TO THE NURTHEAST CORNER OF SAID PARCEL; THENCE THE SOUTH LINE OF PARCEL 32 FOR A LISTANCE OF 29,40 FEET TO THE SOUTHEAST PLACE OF BEGINNING, IN COCK COUNTY, ILLINOIS, CORNER OF PARCEL 32; THENCE NOTE: ALONG THE EAST LINE OF PARCEL 32 FOR 12.15 FEET TO A POINT IN THE SOUT LINE OF PARCEL 32; THENCE EAST ALONG

TSC

9**9230464** %

FARCEL 2:

EASEMENT REPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE AS DIFINED IN DECLARATION RECORDED NOVEMBER 26, 1969, AS DOCUMENT NUMBER 21023538 AS AMERICAD BY INSTRUMENT RECORDED FEBRUARY 13, 1970, AS DOCUMENT NUMBER 2102364 REFERRED TO IN DECLARATION OF INCLUSION RECORDED AUGUST 18, 1971, AS DOCUMENT NUMBER 21588816, IN COOK COUNTY, ILLINOIS,

Strotte