

UNOFFICIAL COPY

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) conveys 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 to release the encumbrance of the lien, or (d) secures from the holder of the lien a written acceptance of the Lender's opinion that the security instrument is in default.

Bobtowser makes these payments directly. Bobtowser shall promptly furnish to Lender receipts evidencing the payments.

4. Charges; Lenses. Borrower shall pay all taxes, assessments, charges, interest and expenses, including attorney's fees, to the trustee

Third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payment. Unless applicable law provides otherwise, all payments received by Landlord under paragraphs 1 and 2 shall be applied first to any Prepayment charges due under the Note; second, to advances by Landlord under Paragraphs

Security instruments, such as my rights held by law, are the tools of acquisition of such as a claim.

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

of sources can be used in conjunction with the other necessary components to make up the core curriculum.

the excess funds in accordance with the requirements of applicable law. In the event of the funds held by Lender at any time is used to pay the Escrow items which are not paid by Lender may be used by Lender to make up the deficiency. If the amount of the funds held by Lender is not sufficient to pay the Escrow items which are not paid by Lender, the deficiency shall be paid by Lender to the Escrow holder.

The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

However, Lender may require Borrower to pay a fee and charges for the disbursement until each reporting service uses by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or stipulated in writing, Lender shall not be entitled to pay any interest or other fees or charges of any kind to the Funds Borrower and requires Lender to bear all expenses of collection of amounts due on the Fund's Borrower and

Items, Lender may not charge Borrower for its holding and applying the Funds, annuallyanalyzing the escrow account, or verifying items, unless Lender pays Borrower the fee on the Funds and applicable law permits Lender to make such a charge.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including

amount of \$100,000,000, and now runs in an amount not to exceed the lesser amount, which may be

monetary loan may count for Borrower's 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.

Landlord may, at any time, collect and hold Funds in an amount not to exceed the maximum amount for a federal relay lease or paymen

2. **Rounds for Taxes and Duties**. Subject to applicable law or to a written waiver by Landor, Bottowes shall pay to Landor on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Rounds") for (a) yearly taxes

1. Payment of Principal and Interest; Preparation and Late Charge. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any preparation and late charges due under the Note.

THIS SECURITY INSURANCE COMPANY GUARANTEES UNIFORM COVERAGE FOR TRADE USE AND NON-TRADE USE COVERAGES WITH THE EXCEPTIONS LISTED IN THE POLICY CONTRACT.

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 encumbrance of record.

All of the foregoing is referred to in this Security Instrument as the "Property."

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 encroachments and additions shall also be covered by this Security Instrument.

UNOFFICIAL COPY

0000764513

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by 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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the State in which the Property is located. In the event that any provision of this Security Instrument or Note is held invalid or unenforceable, such provision shall be severed from the remaining provisions of this Security Instrument and the Note and the remaining provisions shall remain in full force and effect without the invalidating provision. To this end the provisions of this Security Instrument and the Note are declared to give effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to give effect without the conflicting provision.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or by first class mail unless otherwise directed by Borrower. Any notice to Lender shall be given by first class mail to Lender's address listed herein or by notice under designtees Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed given to Lender when given as provided in this paragraph.

<http://www.industrydocuments.ucsf.edu/docs/lnre0001>

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is firmly interpreted so that the interests of other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits shall be reduced as a partial prepayment without any prepayment charge. Under this provision, if a regular reduction will be treated as a partial prepayment without any prepayment charge.

make any accommodation which regard to the terms of this Security Instrument or the Note if it outlast Borrower's concealment of his whereabouts.

12. Successors and Assigns Board; Joint and Several Liability; Co-Debtors. The cover-ups and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that security interest to the Lender; and (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or terminate this Security Instrument, (d) is not personally obligated to pay the sums

night or remedy.

II. Borrower Not Releascd; Robtborwcr Nct & Waiver. Extension of the time for payment or modification of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be made except by Lender in writing and upon payment in full of all amounts due under this Agreement.

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

complainant or other users of my plan of use property, or for convenience in use of communication, are hereby assigned and shall be paid to Lender.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of property or rights or interests therein, shall be held by the condemnor and applied to the payment of the amount of the award or claim, and the balance so held by the condemnor shall be paid to the owner of record.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give

Payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lenders require) provided by an insurer approved by Lenders against losses receivable, until the requirement for mortgage premiums ceases.

UNOFFICIAL COPY

19. Stake of Notee, a charge of Loan Servicer, the Note or a partial interest in a change in the Note (regarding which this Security instrument may be sold) and (i) more sums without prior notice to Borrower. A sale may result in a change in the Note (knowing as the "Loan Servicer") that sells monthly payments due under the Note and this Security instrument may be one of the given written notice of the Loan Servicer is a change of the Loan Servicer. The note will state the name and address of the new Loan Servicer and its address to which payments should be made. The note will also contain any other information required by applicable law.

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 do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The occurrence of any such act shall not apply to the presence, use, or storage of any 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 written notice of any violation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and my Hazardous Substances Environmental Law governed by any provision of this Agreement.

Removal of older remediation of any Hazardous Substances affording necessary to remove Borrower has actually removed by any governmental authority under any Environmental Law of which Borrower has actual knowledge. If Borrower fails to do so, Borrower shall be liable for all removal costs necessary to remediate any such Hazardous Substances in accordance with the Environmental Law.

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental laws and regulations, volatile substances; asbestos, carcinogens, mutagens, organic peroxides, toxic pollutants and hazardous wastes of general laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

UNOFFICIAL COPY



Mall Suite 2106
One First National Plaza
Chicago, Illinois 60670
Telephone: (312)732-4000

LOAN # 0000764513
3141 WEST 84TH STREET
CHICAGO, IL 60652

LEGAL DESCRIPTION RIDER

LOT 8 IN FIRST ADDITION TO MULLEN'S BEVERLY HEIGHTS
RESUBDIVISION, BEING A RESUBDIVISION OF PARTS OF BLOCKS 3, 4, 5,
6, AND PART OF VACATED S. TROY STREET IN RUBERT L. TAYLOR'S
SUBDIVISION OF THE WEST 11.85 CHAINS OF THE SOUTHWEST 1/4 OF
SECTION 36, TOWNSHIP 38 NORTH, RANGE 1, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE
OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS,
AS DOCUMENT NUMBER 1497430

92522478

REAL ESTATE TAX I.D. #: 19-36-325-008-0000

UNOFFICIAL COPY

RECEIVED
COOK COUNTY CLERK
MAY 10 1999

8252256

Property of Cook County Clerk's Office