

UNOFFICIAL COPY

RECORD AND RETURN TO:
FIRST NATIONAL MORTGAGE CORPORATION
2221 CAMDEN COURT, SUITE 300
OAK BROOK, ILLINOIS 60521

92655075

(Space Above This Line For Recording Data)

LOAN # 01705763

MORTGAGE

DEPT-01 RECORDING \$31.50
T43233 TRM 3301 09/03/92 14:22:00
97989 40-92-655075
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **August 25, 1992**. The mortgagor is
THOMAS H. McDONALD and MARY E. McDONALD, HIS WIFE

("Borrower"). This Security Instrument is given to **FIRST NATIONAL MORTGAGE CORPORATION**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **2221 CAMDEN COURT, SUITE 300, OAK BROOK, ILLINOIS 60521**

("Lender"). Borrower owes Lender the principal sum of **One hundred forty-four thousand five hundred and NO/100 - - - - - Dollars (U.S. \$ 144,500.00) .**

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 **September 1, 2007**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions, and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

LOT 15 IN HARTZ'S MENARD AVENUE AND 100TH PLACE RESUBDIVISION OF LOT 1 IN BLOCK 27 IN FREDERICK H. BARTLETT'S CENTRALWOOD, BEING A SUBDIVISION OF THE EAST 1/2 AND THE EAST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD RIGHT OF WAY) IN COOK COUNTY, ILLINOIS.

TAX I.D. #: **24-08-404-045**

which has the address of

Illinois 60451

(Zip Code)

5817 WEST 100TH PLACE, OAK LAWN

("Property Address")

(Street, City)

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

-SR(L) 19108

VMP MORTGAGE FORMS • (213)893-8100 • (800)821-7281

Page 1 of 6

Form 3014 8/90
Amended 8/91

31 SO

UNOFFICIAL COPY

Form 3014 8/80

Page 6 of 6

OAK BROOK, ILLINOIS 60521
2221 CAMDEN COURT, SUITE 300

THOMAS P. JAROS
This instrument was prepared by:

Notary Public
SACRED HEART CATHOLIC CHURCH
2514 day of August 1992
free and voluntary act, for the uses and purposes herein set forth.
Signed and delivered the said instrument in person and acknowledged that he
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that
he is personally known to me to be the same person(s) whose name(s)
is/are printed above.

I, THOMAS H. MCDONALD and MARY E. MCDONALD, HIS WIFE
. Notary Public in and for said county and state do hereby certify

County of

Cook

STATE OF ILLINOIS,

Borrower
(Seal)

MARY E. MCDONALD
(Seal)

THOMAS H. MCDONALD
(Seal)

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

- Witnesses:
Check applicable box(es)
24. Riders to this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, as if the rider(s) were a part of this Security Instrument.
The covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument and supplemental to this Security Instrument, shall be incorporated into and shall amend and supplement this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, as if the rider(s) were a part of this Security Instrument.
Check applicable box(es)
1-A Family Rider
Corporate Rider
Graduated Payment Rider
Plained Unit Development Rider
Biweekly Payment Rider
Rate Impovement Rider
Balloon Rider
V.A. Rider
Second Home Rider
Other(s) [Specify]
Witnesses:
Borrower
Notary Public
Date: 8-6-92
My Commission EXPIRES 8-6-92
AUDITORY SURETY
Given under seal and dated this 25th day of August 1992
Signed and delivered the said instrument in person and acknowledged that he
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that
he is personally known to me to be the same person(s) whose name(s)
is/are printed above.

92655075

UNOFFICIAL COPY

TOGETHER WITH all the improvements now or hereafter erected on the property/bond/lien elements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

UNOFFICIAL COPY

Page 6 of 9

Form 3014 9/80

23. Whether or if Homeestead, Borrower wills all right of homestead exemption to the Property.

Without charge to Borrower, Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

21. Including, but not limited to, reasonable attorney fees and costs of title evidence.

proceedings, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

accrued by this Security Instrument without further demand and may foreclose this Security Instrument by judicial

or before the date specified in the note, Lender, at its option, may require immediate payment in full of all sums

then-accrued or a default or any other acceleration and the right to recover in the foreclosure proceeding the amount

borrowed by this Security Instrument, together with interest thereon and reasonable attorney fees and costs of title evidence.

(d) Lender shall be entitled to the right to accelerate after acceleration and the right to recover in the foreclosure proceeding the amount

accrued by this Security Instrument, together with interest thereon and reasonable attorney fees and costs of title evidence.

(e) A date not less than 30 days from the date the notice is given to Borrower, by which the default must be cured and

applicable law provides otherwise). The notice shall specify: (a) the default under (b) the section under paragraph 17 unless

of any amendment or agreement in this Security Instrument prior to acceleration under which Borrower's branch

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

relative to health, safety or environmental protection.

this paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located that

protects and preserves, volatile solvents, asbestos containing asbestos or formaldehyde, toxic

environmental law and the following substances: asbestos, carcinogenic, explosive, other than capable of toxic percolation products,

As used in this paragraph 20, "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 actual knowledge, if Borrower fails, or is told, by any government official or regulatory authority

governmental or regulatory agency or private party investigating the Property and any Hazardous Substance or Environmental Law

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

remedial uses and to minimize of the Property.

discharge on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

property that is in violation of any Environmental Law, the preceding law shall not apply to the property, unless, or

Hazardous Substances on or in the Property, Borrower shall not do, nor allow anyone else to do, anything affecting the

Property 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 cause or permit the presence, use, disposal, storage, or release of any

hazardous Substances or in violation of any investigation, claim, demand, lawsuit or other action by any

governmental or regulatory agency or private party investigating the Property and any Hazardous Substance or Environmental Law

Lender shall receive a copy of the Note, Certificate of Title, and the instrument creating the security interest in the Property.

19. Sale of Note. Change of Lessor. The Note or a partial interest in the Note (together with this Security

not apply in the case of acceleration under paragraph 17).

obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to retain

this Security interest shall continue unchanged. Upon reinstatement by Borrower, this Security interest will be

that the loan of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the sum secured by

including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure

cures any default of any other agreements or agreements; (c) pays all expenses incurred in enforcing this Security instrument,

Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b)

Security instrument; or (b) entry of a judgment enjoining this Security instrument, those conditions are true Borrower: (a) pays

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this

instrument of this Security instrument dictated in any time prior to the earlier of: (a) 5 days (or such other period as

agreement of this Security instrument dictated in any time prior to the earlier of: (a) 5 days (or such other period as

agreement of this Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

less than 30 days from the date the notice 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 instrument.

Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this

is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in

92655075

UNOFFICIAL COPY

92655075

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 required by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appealing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

UNOFFICIAL COPY

Page 4 of 6

Form 3014 8/90

16. Borrower's Copy. Borrower shall be given one conforming copy of this 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 this Note are declared void if such conflict exists with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which claim the protection of this Note.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note is unconstitutional or illegal under applicable law, such provision shall be severed from this instrument.

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

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing prepayment charge under the Note.

Borrower, if a refund reduces principal, the reduction will be treated as a partial payment without any payment to Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct

Borrower, Lender may exceed the permitted limits; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Lender to reduce the charge imposed on the note exceeding the amount charged by the amount exceeded 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 interest or other loan charges collected or to a new which sets maximum loan charges,

13. Loan Charges. If the loan secured by this Security Instrument is subject to a new which sets maximum loan charges, make any accommodation with regard to the terms of this Security Instrument or the note without this Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument is not performance obligation that Borrower or Lender may agree to extend, normally, for a period of time for Borrower to pay the amounts

loan agreement but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Security

paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

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

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

Lender in excess by Lender in exercising any right or remedy shall be a original Borrower or Borrower's

compliance proceedings against any successor in interest, or failure to extend time for payment otherwise authorized to not operate to release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be required to

of amortization of the sums accrued by this Security Instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Payment in Writing, my application of proceeds to participate in payment of note payables.

unless Lender and Borrower otherwise agree in writing, my application of proceeds to participate in the amount of note payables.

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

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the conduct offers to unlike in

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

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

If the Property is immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless otherwise provided, the market value of the Property immediately before the taking is less than the market value of the Property in which the fair

before the taking, any balance still be paid to Borrower. In the event of a partial taking of the Property in which the fair

amount of the sums accrued immediately before the taking, divided by (b) the fair market value of the Property immediately

this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums accrued by this Security Instrument, shall be paid to Lender.

condemnation or other taking of any part of the property, or for convenience in lieu of condemnation, are hereby agreed and

18. Cancellation. The proceeds of any award or claim for damages, direct or consequential, in connection with my

Borrower notice in the time of or prior to an application specifically remediable cause for the infringement.

9. Injunction, Lender or its agent may take reasonable measures upon and inspection of the Property. Lender shall have

injunctions required to maintain interlocutory between Borrower and Lender or impleader law.

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