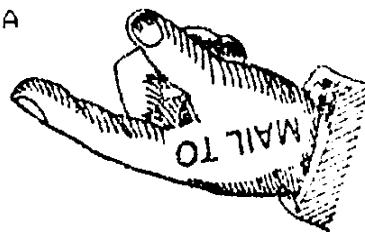


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CMIL  
00973205

RETURN TO:

BANK UNITED OF TEXAS FSB DBA  
COMMONWEALTH UNITED MTG  
1301 N. BASSWOOD, 4TH FLOOR  
SCHAUMBURG, ILLINOIS 60173



92854300

92854300

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 19TH, 1992  
The mortgagor is HAROLD E. COWELL /, AND EDWINA F. COWELL , HUSBAND AND WIFE.

JR  
*(initials)*

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

BANK UNITED OF TEXAS FSB  
which is organized and existing under the laws of UNITED STATES  
3200 SOUTHWEST FREEWAY #2000, HOUSTON, TEXAS 77027

(Lender"). Borrower owes Lender the principal sum of  
TWO HUNDRED TWO THOUSAND THREE HUNDRED AND 00/100  
Dollars (U.S. \$ 202300.00). 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  
NOVEMBER 1ST, 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 2 IN SCHUETT'S SUBDIVISION, A SUBDIVISION OF THE NORTH 10  
ACRES (EXCEPT THE EAST 1066.20 FEET THEREOF) IN THE NORTHWEST  
1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

P.I.N. #05-31-300-041

0000000000  
0000000000  
0000000000  
0000000000

which has the address of 435 WILMETTE AVENUE  
{Street}  
Illinois 60025 {"Property Address":  
{Zip Code}}

GLENVIEW  
(City)

ILLINOIS Single Family - Fannie Mae-Freddie Mac UNIFORM INSTRUMENT  
ITEM 1876 (9202)

Form 3014-990 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■  
To Order Call 1-800-540-9494 FAX 616-291-1131

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Form 301A 9/90 (page 6 of 6 pages)

1301 N. BASSWOOD, 4TH FLOOR, SCHAUERBURG, IL 60173  
(Address)

(Address)

CINDY KRUTH  
This instrument was prepared by

Solary Public  
Notary Public

My Commission expires  
October 25, 1993  
Carolyn Retter  
Notary Public, State of Illinois  
My Commission expires  
October 25, 1993  
Carolyn Retter  
Notary Public, State of Illinois

Given under my hand and seal this

26592 OCT 1974 day of

(Month)

and delivered the said instrument as  
THEIR free and voluntary act, for the uses and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person, and do hereby declare that  
THEY signed

ARE personally known to me to be the same persons whose name(s)

WITNESS certifies that  
HAROLD E. COMELL /, AND EDWINA F. COMELL /, HUSBAND AND  
Wife  
, a Notary Public in and for said county and state  
1. THE UNDERSIGNED

STATE OF ILLINOIS.

Office

County ss:

Borrower  
(Seal)  
EDWINA F. COMELL /  
COMELL /  
Borrower  
(Seal)  
HAROLD E. COMELL /  
COMELL /  
Borrower  
(Seal)  
X HAROLD E. COMELL /  
COMELL /  
Borrower  
(Seal)  
X EDWINA F. COMELL /  
COMELL /  
Borrower  
(Seal)

Witness:

Witness:

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in pages 1 through 6 of this  
Security instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) (specify) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Adjustable Payment Rider
- Condominium Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Second Home Rider
- Ballroom Rider

(Check applicable box(es))

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with  
this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance 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 preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substance(s): gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (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) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Form 3014-9/90 page 2 of 2 pages

blocks of floodplains for which Lender requires insurance. This insurance shall be maintained in the amounts and for the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the land or structures set forth above within 10 days of the giving of notice. Borrower shall satisfy the lien of taxes over this security instrument if Lender has given Borrower a notice identifying the lien. Borrower shall pay any part of the property to Lender determined that it is subject to a lien or a right-of-way or easement affecting the property to Lender or to a lessee of Lender in the possession of Lender to prevent the lessor by, or defects against improvements of the lessor in, legal proceedings which in the opinion of Lender is good faith the amount to the lessor to the payment of the lessor in the amount of the obligation secured by the Note. Borrower shall promptly discharge any lien which has priority over this security instrument unless Borrower has paid the property tax for the year in which such amount is due.

6. **Charges.** Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the property which may attain priority over this security instrument, and Lender shall pay amounts payable under paragraph 2; third, to interest, to principal due and last, to any late charges due under the Note.

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

If the funds held by Lender in full of all sums secured by this security instrument, Lender shall promptly refund to Borrower any portion paid in excess of the amount necessary to make up the deficiency. Lender shall pay all sums secured by the same date of the property, shall apply any funds held by Lender shall acquire or sell the property, pending, prior to the acquisition of funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the property, pending, prior to the acquisition of funds held by Lender at any time is not sufficient to pay the loan, Lender shall apply any funds held by Lender to pay the deficiency. In this 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 months, at Lender's sole discretion.

Borrower for the excess funds in accordance with the requirements of applicable law, Lender shall account to Lender for the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Lender for the funds held by Lender each day to the funds was made. The funds are placed as additional security for all sums secured by purpose to which each day to the funds was made. The funds due on the basis of current date and reasonable shall give to Borrower, without charge, an annual accounting of the funds, showing credits and debits to the funds and the earnings on the funds, Borrower and Lender may agree to writing, however, that interest shall be paid on the funds. Lender agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or estate tax reporting service used by Lender in connection with his loan, unless applicable law provides otherwise. Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser to certify the excess funds, unless Lender pays Borrower interest on the funds and applicable law permits the excess funds. Lender may not charge Borrower for holding and applying the funds, annually, already paying the funds to pay the excess funds. Lender is such an instrument of in any federal loan bank, Lender shall apply that funds to pay including Lender, if Lender is not a member of any state insurance fund, Lender shall be liable for debts or obligations of entities holding deposits are insured by a federal agency, instrumentalities, or entities this security instrument.

The funds shall be held in an account from which may be withdrawn funds or otherwise in accordance with applicable law. Excesses of expenditures of funds or otherwise in accordance with applicable law, Lender may estimate the amount of funds due on the basis of current date and reasonable exceed the lesser amount. Lender may estimate the amount of funds due on the basis of current date and reasonable law that applies to the funds, a lesser amount, if so, Lender may, at any time, collect and hold funds in an amount not to have settled funds to the federal funds rate of 1943 as amended from time to time, 2 U.S.C. § 2601 et seq. ("FESPA"), unless another Lender to be a federally related mortgage loan may require Lender to hold funds in an amount not to exceed the maximum items are called "true items". Lender may, at any time, collect and hold funds under the federal funds rate settle with the providers of passage, if any; (c) yearly mortgage insurance premiums; (d) yearly flood insurance premiums of actual rents on the property, if any; (e) yearly hazard of property insurance premiums; (f) yearly leasehold taxes and assessments which may affect property over this security instrument as a result of the property, (g) yearly monthly payments due under the Note, until the Note is paid in full, a sum ("funds") for (a) yearly taxes and interest on the debt evidenced by the Note and (b) 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 of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Premium and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the premium of Premium and Interest combines uniform coverages for national use and non-uniform coverages with THIS SECURITY INSTRUMENT. Borrower and Lender covenant and agree as follows:

United Nations by resolution to constitute a uniform security instrument covering real property.

Borrower warrants and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to instruments. All of the foregoing is reflected in this security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter created on the property, all replacements and additions shall also be covered by this security and fixtures now or hereafter created on the property. All replacement and additons shall also be covered by this security

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periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

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

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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*Single Family - Family Lease Addendum for Residential Properties - Landlord Addendum 9-90 (page 4 of 6 pages)*

Execution of this Security instrument discontinued at any time prior to the end of the first period as 18. Borrower's Right to Remodel, if Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security instrument without further notice or demand of Borrower.

Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Landlord may invoke his less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this instrument. If Landlord exercises this option, Landlord shall provide a period of 30 days to have the date of this Security instrument.

this Security instrument. However, this option shall not be exercised by Landlord if exercise is prohibited by federal law as of without Landlord's prior written consent. Landlord may, at its option, require immediate payment in full of all sums secured by this instrument for a period longer than 30 days if it is determined by Landlord that there is no benefit to him in holding this instrument for any longer period of time than 30 days.

It is sold or transferred for it is a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or has sold or transferred his interest in Borrower. This notice shall provide a period of 30 days to have the date of this Security instrument.

17. Transfer of the Property or a Beneficial Interest, if all of any part of the Property or any interest in this Security instrument shall be given one confirmed copy of the Note and of this Security instrument.

18. Borrower's Copy, Borrower shall be given one copy of this Note and of this Security instrument be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are contradicted by applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect in accordance with it if a beneficiary is located. In the event that any provision of this Security instrument or the Note which can be given effect is inconsistent with it or the Note is located in a state where the Note is not enforceable, the Note will be declared to be enforceable.

19. 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 the Note which can be given effect in accordance with it or the Note is located in a state where the Note is not enforceable, the Note will be declared to be enforceable.

20. Paragraph, This Security instrument shall be governed by federal law and the law of the state in which the Property is located.

In this Security instrument shall be deemed to have been given to Borrower to Landlord unless given as provided in this instrument to Landlord's address stated herein or by other address Landlord designates by notice to Borrower. Any notice provided for address of any other address Borrower designates by notice to Landlord. Any notice to Landlord shall be given by first class mail to Landlord's last known address unless applicable law requires otherwise. The note or shall be directed to the property owner by first class mail unless applicable law requires otherwise. The note or shall be given by first class mail unless applicable law requires otherwise.

21. Notices, Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by personal delivery under the Note.

If a refund reaches Plaintiff, the refund will be retained as a partial prepayment against any direct payment to Borrower. Landlord may choose to make this Security instrument owned under the Note or by making a refund to Borrower. Landlord may choose to make this Security instrument owned under the Note or by paying a refund to the Plaintiff until and if any sums already collected from Plaintiff exceed payment limits will be paid by the Plaintiff to exceed the permitted limits, then, if any such loan charge shall be reduced by the amount necessary to reduce charges, and that it is finally interpreted so that the interest of the loan charges offset to be collected in connection with the loan is secured by this Security instrument is subject to a law which sets maximum loan concepts.

22. Successors and Assigns Board, Joint and Several Liability; Overage. The covenants and agreements of this instrument shall bind and burden the successors and assigns of Landlord and Tenant to the time for payment of

successor's interest in the instrument and to successors in interest. Any claim made by Plaintiff in exercising any right of remedy shall be directed to Borrower's successors in interest. Any claim made by Plaintiff in exercising any right of remedy shall be directed to the Plaintiff until and if any such loan charge shall be reduced by the Plaintiff to exceed the permitted limits will be paid by the Plaintiff to exceed the permitted limits, then, if any such loan charges offset to be collected in connection with the loan is secured by this Security instrument is subject to a law which sets maximum loan concepts.

23. Governing Law and Severability, This Security instrument is governed by the laws of the state in which it was created or predicated and is subject to the laws of the state in which it is recorded.

24. Borrower's Sett Real Estate; Forbearance Not a Waiver, Extension of the time for payment of postpone due date of the monthly payments referred to in paragraphs 1 and 2 or otherwise the amount of such payments.

If the Plaintiff is unable to collect and Borrower does not pay the Plaintiff, the Plaintiff may apply to the court for an award of costs and attorney's fees incurred by the Plaintiff in collecting the amount of the postpone due date of the monthly payments referred to in paragraphs 1 and 2 or otherwise the amount of such payments.

Landlord is authorized to settle a claim for damages, Borrower fails to respond to Landlord within 30 days after the date the note is given, an award of costs and attorney's fees incurred by the Plaintiff in collecting the amount of the postpone due date of the monthly payments referred to in paragraphs 1 and 2 or otherwise the amount of such payments.

If the Plaintiff is unable to collect and Borrower does not pay the Plaintiff, the Plaintiff may apply to the court for an award of costs and attorney's fees incurred by the Plaintiff in collecting the amount of the postpone due date of the monthly payments referred to in paragraphs 1 and 2 or otherwise the amount of such payments.

Landlord is authorized to settle a claim for damages, Borrower fails to respond to Landlord within 30 days after the date the note is given, an award of costs and attorney's fees incurred by the Plaintiff in collecting the amount of the postpone due date of the monthly payments referred to in paragraphs 1 and 2 or otherwise the amount of such payments.

If the Plaintiff is unable to collect and Borrower does not pay the Plaintiff, the Plaintiff may apply to the court for an award of costs and attorney's fees incurred by the Plaintiff in collecting the amount of the postpone due date of the monthly payments referred to in paragraphs 1 and 2 or otherwise the amount of such payments.

If the Plaintiff is unable to collect and Borrower does not pay the Plaintiff, the Plaintiff may apply to the court for an award of costs and attorney's fees incurred by the Plaintiff in collecting the amount of the postpone due date of the monthly payments referred to in paragraphs 1 and 2 or otherwise the amount of such payments.

Landlord is authorized to settle a claim for damages, Borrower fails to respond to Landlord within 30 days after the date the note is given, an award of costs and attorney's fees incurred by the Plaintiff in collecting the amount of the postpone due date of the monthly payments referred to in paragraphs 1 and 2 or otherwise the amount of such payments.

Landlord is authorized to settle a claim for damages, Borrower fails to respond to Landlord within 30 days after the date the note is given, an award of costs and attorney's fees incurred by the Plaintiff in collecting the amount of the postpone due date of the monthly payments referred to in paragraphs 1 and 2 or otherwise the amount of such payments.