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WMP-6R(L) (8101)

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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, or (d) secures from the Lender, or (e) secures from the Lender, or (f) secures from the Lender, or (g) secures from the Lender, or (h) secures from the Lender, or (i) secures from the Lender, or (j) secures from the Lender, or (k) secures from the Lender, or (l) secures from the Lender, or (m) secures from the Lender, or (n) secures from the Lender, or (o) secures from the Lender, or (p) secures from the Lender, or (q) secures from the Lender, or (r) secures from the Lender, or (s) secures from the Lender, or (t) secures from the Lender, or (u) secures from the Lender, or (v) secures from the Lender, or (w) secures from the Lender, or (x) secures from the Lender, or (y) secures from the Lender, or (z) secures from the Lender.

4. Changes; Leases; Borrower shall pay all taxes, assessments, charges, rates and impositions applicable to the property which may attain priority over this Deed of trust instrument, and leasehold payments of 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 to the person makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. **Application of Raymants.** Unless applicable law provides otherwise, all payments received by Lenther under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under this 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.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly return 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 to a credit against the 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 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 months after payment of all Lender's sole discretion.

The Funds shall be held in an institution whose depositors are insured by a federal agency, insurmountability, 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 fees or power for holding and applying the Funds, annually finalizing 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. Unless Lender is made available in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or Borrows and Lender may agree to be paid, Lender shall not be required to pay Borrower any interest or carriages on the Funds 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.

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 all and assessments which may affect this Security Instrument as a lien on the Note; (a) yearly leasehold premiums or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (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 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 applies to the Funds sets a lesser amount. To the extent that any other law applies, the lesser amount will apply.
Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future expenses which may occur. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.
Funds or other uses in accordance with law.

OUTFORM COORDINATES ROTATION AND LENGTH CONVENTION AND SPECIES IS AS FOLLOWS:

variations by jumbling them to generate a uniform security instrument covering real property.

THIS SECTION 1 INSURANCE COMBINES UNDERTAKINGS FOR NATIONAL USE AND NON-UNDERTAKING COVENANTS WITH A LIMITATION OF LIABILITY & INDEMNITY FOR STANDARD CONTRACTS WHICH ARE NOT PRESCRIBED

THIS SECURITY INSTRUMENT combines uniform coverments for national use and non-uniform coverments with limited coverage of record.

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

fixtures now or hereafter a part of the property. All improvements now or hereafter erected on the property, and all leases, apprenticeships, and other agreements, security deposits, and additions shall also be covered by this

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10. **Postmaster's Office** - Postmaster Name: **JOHN J. BROWN** - Postmaster Address: **100 Main Street, Box 100, Houghton, Michigan**

16 BOTTOWEE'S COPY, BOTTOWEE SHALL BE GIVEN, ONE CONFIRMED COPY OF THE NOTE AND OF THIS SECURITY INSTRUMENT.

given effect without the concluding provision. To this end the provisions of this Security Instruction shall take effect

Leander's authority shall be deemed to apply only to other business conducted by Leander, except as provided in this paragraph.

11) BY THE END OF THIS MONTH Bidders shall submit their bid packages, in an electronic format, to the address listed on the invitation to bid.

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

BORROWER. If a reduced radixes participation, the reduction will be treated as a partial repayment, without any payment to Borrower.

to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to him.

and shall be deducted by the amount necessary to reduce the charge for principal and interest on the loan.

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

Borrower's signature under the terms of this Security Instrument, (b) is not personally obligated to pay the sum secured by this Security Instrument; and (c) agrees that Lender and any other Creditor may agree to extend, modify, rebase or

Paragraph 17 Borrower's coverages and aggregate shall be joint and several. Any Borrower who co-signs this Security instrument only to mortgage, grant and convey that

12. Successors and Assigns; Bound, Joint and Several Liability; Co-signers. The covenants and agreements of this Secularly instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

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

compliance proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument in reason of any demand made by the original Borrower or Borrowers.

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

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

secured by this Security Institute, whether or not then due, may apply to the principal or to any beneficiary in writing, any application of proceeds to principal shall not extend or

award or settle a claim for damages. Borrower shall respond to Lender within 30 days after the date the notice is given, Lender is authorized to call a default and apply the proceeds, either to restore or repair of the Property or to the sums

If the Property is so demanded by Borrower, or, if, after notice by Lender to Borrower that the condominium offered to make an application to the Security Institution whether or not the sums are then due, the security interest in the Property shall be applied to the sum secured by this Security Instrument whether or not the sums are then due.

market value of the Property immediately before the leaking is less than the sum secured immediately before the leaking, unless [] owner and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

amount of the sums secured immediately before the taking divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the property in which the fair

Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing; the suits secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total

whether or not the due, with any access paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

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.

The premiums required to minimum 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.

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 against becomes available and is obtained. Borrower shall pay

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5. Hazard or Property Insurance. Borrower shall keep the improvements new 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

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Initials *V.R.*

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21. Acceleration of Remedies. Lender shall give notice to Borrower prior to acceleration of any provision 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 sum(s) secured by this Security Instrument, provided that judgment proceeding and sale of the Property. The notice shall further inform Borrower of the right to remit late after acceleration and the right to assert in the foreclosure proceeding that the notice to cure, the default on or before the date specified in the notice may result in acceleration of the sum(s) secured by this Security Instrument, provided that judgment proceeding and sale of the Property. The notice shall further advise Borrower that notice of default on or before the date specified in the notice to Borrower, by which the default must be cured, and payment of all sums due and owing hereunder, will not stay or postpone the acceleration of the sum(s) secured by this Security Instrument, provided that judgment proceeding and sale of the Property.

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

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. DPS 1083 Form 301A/4-9/90

[Signature]

IN WITNESS WHEREOF, the parties have signed this instrument at the place and on the date first above written, and executed it in the manner indicated below.

RECORDED ON THIS 6 DAY OF SEPTEMBER, 19 2011 IN THE CLERK'S OFFICE OF THE CLERK OF THE COUNTY OF SHERIFF OF CLARK COUNTY, NEVADA.

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

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 (know as the "Loan Servicer") that will receive 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 Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the presence or quantities of small quantities of Hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintainance of the Property.

Borrower shall promptly give Lender notice of any investigation, claim, demand, lawsuit or other action by any government 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 told, by any government authority or regulatory authority all necessary remedial actions in accordance with Environmental Law,

As used in this paragraph 20, "Hazardous Substances" are substances defined as toxic or hazardous substances by paragraph 20, "Environmental Law" and the following substances: gasoline, kerosene, oil, mineral oil, or toxic petroleum products, pesticides and herbicides, volatile solvents, 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.

W.A.Q. Under exercises this option, Lender shall have five days after notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument to Lender prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument to pay these sums prior to the expiration of this period, Lender may invoke any remedies available to Lender under the terms of this instrument without further notice or demand on Borrower.

17. Transfer of the Property or a Beneficial Interest in Bottower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Bottower is sold or transferred and Bottower is not a natural person) without Lender's prior written consent, Lender shall be entitled to immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercisable by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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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.

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witness

Filippo Baratta
FILIPPO BARATTA

(Seal)

Borrower

Witness

Vita Baratta
VITA BARATTA

(Seal)

Borrower

(Seal)
Borrower

(Seal)
Borrower

92635326

STATE OF ILLINOIS,

COOK

DePage

County ss:

I, THE UNDERSIGNED
county and state do hereby certify that

FILIPPO BARATTA AND VITA BARATTA, HUSBAND AND WIFE

, a Notary Public in and for said

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6 day of

NOV

1992

My Commission Expires:

"OFFICIAL SEAL"
Kim Kimzey
Notary Public

Notary Public, State of Illinois
My Commission Expires 10/10/93

DPS 1094