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Form NO. 14-940 (Page 2 of 6 pages)

losses or floods, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the  
5. **Hazard or Property Insurance.** Borrower shall keep 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.

over this Security instrument, Lender may give Borrower a notice terminating the lease. Borrower shall satisfy the hen or take  
to this Security instrument, if under determinants that any part of the Property is subject to a lease which may attain priority  
termination of the lease or (c) secures from the holder of the lease an agreement satisfactory to Lender stipulating the lessor  
less by, or defects arising out of the lease, in, legal proceedings which in the Lender's opinion operate to prevent the  
in writing to the payment of the obligation secured by the lease in a manner acceptable to Lender: (b) contents in good faith with  
Borrower shall promptly discharge any claim which has priority over this Security instrument unless Borrower (a) agrees  
the payee.

this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing  
time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under  
shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on  
Property which may attain priority over this Security instrument, and leasehold payments of ground rents, if any. Borrower  
paragraph 2; third, to increase due; fourth, to preclude due; and last, to any late charges due under the Note; second, to amounts payable under  
3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under  
secured by this Security instrument.

of the Property, shall apply my funds held by Lender at the time of acquisition or sale as a credit against the sums  
Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender shall promptly refund to Borrower any  
Upon payment in full of all sums accrued by this Security instrument, Lender shall promptly refund to Borrower any  
deliberacy in no more than twelve months, at Lender's sole discretion.

Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the  
Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in  
Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by  
If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to  
this Security instrument.

purposes for which each deposit to the funds was made. The funds were pledged as additional security for all sums secured by  
shall give to Borrower, without charge, an annual account of the funds, showing credits and debits to the funds and the  
earnings on the funds. Borrower and Lender may agree to write, Lender shall not be paid on the funds. Lender  
agreement is made of applicable law regarding loan collection with this loan, unless applicable law provides otherwise. Unless an  
estate tax reporting service used by Lender to pay a one-time charge for an independent real  
Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real  
account, or verifying the Escrow items, unless Lender pays Borrower interest on the funds and applicable law permits  
the Escrow items, Lender may not charge Borrower for holding and applying the funds, annually analyzing the Escrow  
including Lender, if Lender is such as to justify the funds to pay a federal home loan bank, Lender shall apply the funds to pay  
The funds shall be held in an escutcheon whose deposits are insured by a federal agency, instrumentality, or entity  
estimates of expenditures of future Escrow items or otherwise with applicable law.

exceed the lesser amount. Lender may estimate the amount of funds due on the basis of current data and reasonable  
law that applies to the funds set a lesser amount, if so. Lender may, at any time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another  
funds Settlement Proceeds. As of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another  
amount a Lender to, a reasonably related mortgage loan may require for Borrower's escrow account under the federal Real  
items are called "escrow items". Lender may, at any time, collect and hold funds in an amount not to exceed the maximum  
Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These  
insurance premiums, if any, (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to  
payments of ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood  
Lender on the day annually payable 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 hen on the Property; (b) yearly leasedhold  
1. **Payment of Premium and Late Charges.** Borrower shall pay when due the  
principal of and interest on the debt evidenced by the Note and any payments due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by a Lender, Borrower shall pay to  
Lender on the day annually payable under the Note, until the Note is paid in full, a sum ("funds") for (a) yearly  
BORROWER (OALIANTS) shall Borrower is lawfully seized of the estate hereby conveyed and has the right to  
Borrower waives and will defend generally the title to the Property against all claims and demands, subject to any  
mortgage, claim and convey the Property and that the Property is unencumbered, except for encumbrances of record,  
Instrument, All of the foregoing is intended to this Security instrument as the "Property".

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

BORROWER (OALIANTS) shall Borrower is lawfully seized of the estate hereby conveyed and has the right to  
Instrument, All of the foregoing is intended to this Security instrument as the "Property".

and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security  
and easements, appurtenances, and fixtures now or hereafter created on the property, and all easements, appurtenances,

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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 by 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 action 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 substances: 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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<sup>10</sup> *Citizenship*, the people of any race or color, for whom there is no discrimination in connection with

Following a brief introduction, the first section of the paper describes the background and rationale for the investigation.

**8. Mortgagage insurance.** If Lender requires mortgage insurance as a condition of making the loan secured by this secondary instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender ceases to be in effect, Borrower shall pay the premium required to obtain coverage subsequently established to cover the remaining balance of the mortgage in effect. In addition, if Lender requires mortgage insurance to cover the principal amount of any advance made by Lender to provide a refundable and/or non-refundable advance, Borrower shall pay the premium required to maintain the mortgage insurance in effect, or to provide a loss reserve, until the refundable advance is fully paid off.

Any amounts disbursed by Learner 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

**7. Protection of Landlord's Rights in the Property.** It shall not be lawful for the co-tenants and sub-tenants contained in this Security Instrument or either in a legal proceeding relating thereto to interfere with the significant rights of the landlord in the property such as a proceeding in bankruptcy, probable, for condemnation or foreclosure or to obtain laws or regulations.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the maturity date of any note.

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 economic and Lender's security is not lessened. If the restoration or repair is not economic and Lender's security is not lessened, if the restoration or repair of the Property is not economic, Lender and Borrower shall be liable to pay sums received by this Security instrument, whether or not due. The 30-day period will begin when offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore the Property or to settle a claim, then Lender may collect the insurance proceeds. Lender or the insurance carrier has the right to deduct from the amount of the insurance proceeds the amount of any amounts paid by Lender to repair or replace any part of the Property which is not covered by the insurance.

All insurance policies and rewards shall be acceptable to Leader and shall include a standard message card. Leader shall have the right to hold the policies and rewards until notice of loss, Borrower shall promptly give to Leader all receipts of paid premiums and rewards. If Leader receives, [REDACTED] shall promptly give to Leader all records of paid premiums and rewards.

provided, shall lead to greater efficiency. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval of 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.

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

11. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess 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 Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total 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 market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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 such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence 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 by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants 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 covenants and agreement(s) 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 Borrower's interest in the Property under the terms of this Security Instrument; (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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 finally interpreted so that the interest or 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 limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any prepayment charge under the Note.

14. **Notices.** 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 any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

If Lender exercises this option, Lender shall give Borrower 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. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as