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... shall promptly discharge any liens which have priority over the Security Instrument and Borrower, as after the date of the payment of the obligations secured by the lien in a manner acceptable to Lender, shall indemnify and hold Lender harmless and defend against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent enforcement of the lien, or to secure from the holder of the lien an agreement satisfactory to Lender regarding the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which has a priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall promptly cause to be taken any necessary action to discharge the lien within 10 days of giving of notice.

MAINTENANCE OF PROPERTY INSURANCE. Borrower shall keep the improvements now existing or hereafter created on the Property insured against fire, fire hazards included within the term "extended coverage" and any other hazards for which coverage requires insurance, including fire and flooding, whether or not identified or existing at the time the Property is insured. The 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 unreasonable. 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 void the policies and renewals, if Lender requires, Borrower shall promptly give to Lender all receipts for all 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.

Insurance proceeds shall be applied to restoration or repair of the Property damaged if, in Lender's sole determination, 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 amount secured by the 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 for the proceeds to collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property or to pay the amount secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given to Lender and Borrower, otherwise stated, including 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 payment. If Lender, through 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 sum secured by the Security Instrument immediately prior to the acquisition.

COVENANT OF COVENANTS, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY. BORROWER'S LOAN APPROXIMATELY BASED ON. Borrower shall occupy, establish, and use the Property as Borrower's principal residence, and shall, 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 impairs the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and aminate, as provided in paragraph 10, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, no forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by the Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, intentionally or negligently provides false or inaccurate information or statements to Lender or failed to present Lender with an accurate and complete picture of the Property, including, but not limited to, representation of the Property as a principal residence of the Property as a principal residence. If this Security Instrument is a leasehold, Borrower shall comply with all the covenants of the lease. If Borrower acquires fee title to the Property, the leasehold shall terminate and the mortgage shall be deemed to be a mortgage on fee title. Lender agrees to the interest in writing.

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 tax or regulatory laws, 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 sum secured by a lien which has priority over the Security Instrument, including paying reasonable attorneys' fees and paying fees for periodic inspections of the Property. In addition, Lender may enter in the Property to make repairs, change locks, replace or board up doors and windows, and demolish, eliminate buildings, or demolitions or demolitions or demolitions, turn utilities on or off, or undertake whatever else is necessary to protect the value of the Property and Lender's rights in the Property. Although Lender may take such actions, Paragraph 7, Lender does not intend to be bound by them.

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14. **MAXIMUM CHARGES.** If the loan secured by this Security Instrument is subject to a law which sets maximum interest 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 if any such loan charges shall be reduced by the lender or necessary to reduce the charge to the permitted limit, and if 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 prepayment without any prepayment charges under the Note.

15. **NOTICES.** Any notice to Borrower provided for in this Security Instrument shall be given by personal delivery, first class mail postage prepaid, or air prepaid overnight delivery service, or by any similar common carrier or delivery method generally accepted in the locality where the Property is located, unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address then designated by notice to Lender. Any notice to Lender shall be given by first class mail postage prepaid to Lender's address at the time of any other address Lender designates by a letter 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.

16. **SEVERABILITY.** 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.

17. **BORROWER'S COPY.** Borrower shall be given one duplicate of the Note and of this Security Instrument.

18. **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.** If all or any part of the Property or any interest therein, or 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 local laws as of the date of this Security Instrument.

19. **ACCELERATION.** 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 the remedies permitted by this Security Instrument without further notice or demand on Borrower.

20. **BORROWER'S RIGHT TO REINSTATE.** If Borrower meets certain conditions, Borrower shall have the right to have the acceleration of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days or such other period as applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in the Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pay the entire amount which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cure any default in any other covenants or agreements; (c) pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) take such actions 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.

21. **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 set forth any other information required by applicable law.

22. **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 knowingly allow anyone else to do anything affecting the presence, use, disposal or release of any Hazardous Substances on or in the Property. The preceding two sentences shall not apply to the presence, use, disposal or release of the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate for ordinary household uses and to the 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 in Environmentally Sensitive Areas 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.

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