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COOK COUNTY, ILLINOIS
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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 31, 1992. The mortgagor is William J Flavin and Patricia E Flavin, his wife as joint tenants ("Borrower"). This Security Instrument is given to First National Bank of Evergreen Park which is organized and existing under the laws of the United States of America, and whose address is 3101 W. 95th Street, Evergreen Park, IL 60642 ("Lender"). Borrower owes Lender the principal sum of FORTY THOUSAND AND NO/100 Dollars (U.S. \$ 40,000.00). 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 FEBRUARY 1, 2002. 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 13 (except the West 55 Feet) and the West 45 Feet of Lot 14 in Block 4 in Beverly Lawn Subdivision of the North 1/2 of the North 1/2 of the Southeast 1/4 of Section 10, Township 37 North Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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Volume: 242

which has the address of 4235 W 99th Street, Oak Lawn
[City]
Illinois 60453 [Zip Code] ("Property Address")

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1876 (9012)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
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Form 301A 9/90 (page 6 of 6 pages)

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Notary Public	My Commission Expires 10/16/85	Priscilla Belanger (Address)
"OFFICIAL SEAL"		3101 W. 95th Street, Evergreen Park, IL 60642
PRISCILLA A. BELANGER		First National Mortgage Processing
Notary Public, State of Illinois		Thiis instrument was prepared by
		Central Mortgagae Processing
		First National Bank of Evergreen Park
		(Name)

Handwritten Signature

Given under my hand and official seal, this 31st day of January, 1992.

forth,

free and voluntary act for the uses and purposes herein set and delivered the said instrument as **THESE**

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed

personally known to me to be the same person(s) whose name(s) are

do hereby certify that William J. Flavin and Priscilla E. Flavin

a Notary Public in and for said county and state,

County ss:

STATE OF ILLINOIS, Cook County
Priscilla A. Belanger
(Seal)

Social Security Number 359-26-9883
Borrower
William J. Flavin
(Signature)

Social Security Number 334-24-0945
Borrower
William J. Flavin
(Signature)

Witnesses:

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.

- Check applicable box(es)]
- Adjustable Payment Rider
 - Condominium Rider
 - 1-4 Family Rider
 - Graduated Payment Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Balloon Rider
 - Other(s) [Specify]

2d. 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 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 Substances 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 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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Form 3014 9/90 (page 2 of 6 pages)

Boards or floodings, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the period by insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, included on the hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

one or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall promptly disclose any loan which has priority over this Security Instrument unless Borrower sets forth above within 10 days of the giving of notice. Lender may give Borrower a notice identifying the instrument. If Lender determines that any part of the Property is subject to a lien which may affect the interest of Lender in this Security Instrument, Lender's opinion operates to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subdividing the land by defendants against certain measurements of the lien in, legal proceedings which in the lien in good faith the in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) conveys in good faith the property to defendants against certain measurements of the lien in good faith the in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees

to the payment of the obligation secured by the lien in good faith the in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees to the payment of the obligation secured by the lien in good faith the in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender.

Property which may affect this Security Instrument, and leasehold payments of ground rents, any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

4. (Charges) Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the payment of interest due; fourth, to principal due; and last, to any late charges due under the Note; amounts payable under paragraphs 1 and 2 shall be applied; first, to any prepayment otherwise, all payments received by Lender under

the payment of this Security Instrument.

Funds held by Lender, shall apply any funds held by Lender at the time of acquisition of sale as a credit against the sums paid on the Property, if, under paragraph 2, Lender shall acquire or sell the Property, Lender shall promptly refund to Borrower any amount received by this Security Instrument.

Lender shall apply all sums received by this Security Instrument, Lender shall make up the difference between the amount held by Lender and the amount held by Lender sole discretion.

If the Funds held by Lender is not sufficient to pay the Escrow items when due, Lender may so notify Borrower held by Borrower for the excess Funds in accordance with the applicable law, if the amount of the Funds held by Lender to pay to Lender the amount paid by Lender, Lender shall account to Lender to pay to Lender the amount received by Lender, Lender shall pay to Lender the amount necessary to make up the difference in no more than twelve months, at Lender's sole discretion.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to this Security Instrument.

Borrower shall pay to Lender each debt to the Funds was made. The sums are pledged as additional security for all sums secured by purpose to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and Lender shall give to Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender bears on the Funds, Borrower and Lender shall not be required to pay Borrower any interest or

agreement is made or applicable law requires in connection with this loan, unless a separate otherwise. Unless an escrow clause reporting errors used by Lender to pay a one-time charge for an independent real estate to make such a charge. However, Lender pays Borrower to hold items not to pay a one-time charge for an independent real estate, or writing the Escrow items, unless, Lender may require for holding and applying the Funds and annually analyzing the escrow items, Lender is such an instance or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the escrow items, if Lender is not liable for holding and applying the Funds and annually analyzing the escrow items, Lender may require for holding and applying the Funds and annually analyzing the escrow items, if Lender is such an instance or in any Federal Home Loan Bank, Lender shall account under the Federal Home Loan Bank Act.

The Funds shall be held in an individual whose deposit is made by a federal agency, institutionally, or entity

excludes of expenditures of future Escrow items or otherwise in accordance with applicable law.

principal of and interest on the debt evidenced by the Note and any prepayment when due the Note. Lender may estimate the amount of Funds due on the basis of current data and reasonable exceeds the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable exceeds the lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to

law that applies to the Funds as a lesser amount. Easite Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another amount is a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Residential Settlement Procedures Act of 1974 as amended from time to time, collects and holds Funds in an amount not to exceed the maximum items are called "escrow items", Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum items are called "escrow items", Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum items are called "escrow items", if any: (e) yearly hazard insurance for the payment of mortgage premiums, These items in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage 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 premiums, if any; and (g) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage premiums, if any.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may affect this Security Instrument as a lien on the Property; (b) yearly taxes and assessments which may affect this Security Instrument as a lien on the Property; (c) yearly hazard insurance for the payment of insurance premiums; (d) yearly flood payments of fixed and rents on the Property, if any; (e) yearly hazard insurance premiums; (f) yearly hazard insurance premiums; (g) yearly flood payments of fixed and rents on the Property, if any; (h) yearly hazard insurance premiums, if any; and (i) any sums payable by Borrower to Lender.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the

principal of and interest on the debt evidenced by the Note and any prepayment when due the Note.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with encumbrances of record.

Borrower grants and conveys the Property is unencumbered by title to the Property against all claims and demands, subject to any mortgages and will defend generally the title to the Property against all claims and demands of record, except for encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to

and fixtures now or heretofore a part of the property. All replacements and additions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,

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

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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, 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 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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execution of this Security Instrument discontingent to any time prior to the earlier of: (a) 5 days for such other period as remedies permitted by this Security Instrument. If Borrower meets certain conditions, Borrower shall have the right to have 18. Borrower's Right to Remit. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy immediately before the taking, unless Borrower and Lender otherwise agree in writing.

Secuity Instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any such less than 30 days from the date the notice is delivered or within which Borrower must pay all sums secured by this instrument or offer to pay the balance due to Lender under exercise of acceleration. The notice shall provide a period of 15 days from the date of this Security Instrument.

the date of this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of this Security Instrument. Within 30 days from the date the notice is delivered or within which Borrower must pay all sums secured by this instrument or offer to pay the balance due to Lender under exercise of acceleration, Lender may invoke any remedy provided by without Lender's prior written consent, Lender may, in its option, require immediate payment in full of all sums secured by it is sold or transferred for its benefit interest in Borrower is sold or transferred and Borrower is not a natural person) 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in 16. Borrower's Copy. Borrower shall be given one conforming copy of the 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 contained within applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note are declared to be severable.

jurisdiction in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note

is held to be severable.

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

mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for

address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class

mailing to the first class mail unless applicable law requires use of another method. The notice shall be directed to the Property

notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

prepaying the charge under the Note.

directed to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any charge to Lender may choose to make this refund by reducing the principal owed under the Note or by making a

charge to the permitted limit and (b) any sum already collected from Borrower which exceeds the amount necessary to reduce with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce

charges, and this law is finally interpreted so that the interest of others, loan charges collected or to be collected in connection

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

consent.

or make any assignments which regard to the terms of this Security Instrument or the Note without the Borrower's

agreement by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive

Borrower's interest in the Property under the terms of this Security Instrument; (d) is not personally obligated to pay the sums

borrowed but does not execute the Note; (e) is co-signing this Security Instrument only to forgive, grant and convey this

instrument that shall not accrue the sums secured by this Security Instrument or to any successors in interest

12. Successors and Assigns Bound, Limit and Severability; 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

waiver of or preclude the exercise of any right or remedy.

11. Borrower's Acknowledgment of Proceedings and Waiver. Any application of proceeds to principal shall not be a

waiver of or preclude the exercise of any right or remedy.

Lender is authorized to collect and apply the proceeds by this Security Instrument by reason of any demand made by the original

otherwise modify amortization of the sums secured by this Security Instrument by reason of any refusal or refusal

shall not be required to release the liability of the original Borrower or Borrowers successors in interest, Lender

of Borrower shall not agree to the sums secured by this Security Instrument granted by Lender to any successor in interest

waiver of immediate collection of the sums secured by this Security Instrument or to the time for payment of

10. Borrower's Acknowledgment of Proceedings and Waiver. Any waiver, extension of such payments,

unless Lender and Borrower otherwise agree in writing, by application of proceeds to principal shall not extend or

sums secured by this Security Instrument, whether or not the date.

Lender is authorized to collect and apply the proceeds, in its option, either to restoration or repair of the Property or to the

an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make

then due.

otherwise proceedings, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are

secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law

provides in writing the fair market value of the Property immediately before the taking is less than the amount of the sums

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

the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following

secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing,

which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the Property in

instrument, whether or not due, with any excess paid to Borrower, in the event of a partial taking of this Security

condemnation or other taking of the Property, or for conveyance in lieu of condemnation, are hereby assigned and