

# UNOFFICIAL COPY

COOK COUNTY  
ILLINOIS

32235849 9 1 2 3 5 3 4 9

BOX 67

1992 APR -8 AM 11:46

92235849

MAIL TO:  
FIRST SAVINGS OF SOUTH HOLLAND  
475 E. 162nd Street  
South Holland, IL 60473

[Space Above This Line For Recording Data] 31

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 18,  
19 92. The mortgagor is ROBERT M. CRAIG and DAWNE CRAIG, his wife,  
("Borrower"). This Security instrument is given to FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND, which is organized and existing  
under the laws of the State of Illinois, and whose address is 475 East 162nd Street - South Holland, Illinois 60473 ("Lender").  
Borrower owes Lender the principal sum of EIGHTY TWO THOUSAND AND NO/100ths  
Dollars U.S. \$ 82,000.00). 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 April 11, 2007. This Security instrument  
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security  
of this Security instrument, and (c) the performance of Borrower's covenants and agreements under this Security instrument  
and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described prop-  
erty located in Cook County, Illinois:

THE SOUTH 15 FEET OF LOT 6 AND THE NORTH 1/2 OF LOT 7 IN GEE'S  
ADDITION TO ORLAND PARK, BEING A SUBDIVISION OF THAT PART OF THE EAST  
1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND EAST OF WABASH  
RAILWAY EXCEPT THE NORTH 3.768 ACRES THEREOF, IN COOK COUNTY,  
ILLINOIS.

PERMANENT INDEX NUMBER: 27-09-117-016-0000

which has the address of 14622 West Avenue Orland Park,  
(Street) (City)  
Illinois 60462 ("Property Address"); 11200 (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,  
and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security  
Instrument. All of the foregoing is referred to in this Security instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,  
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants  
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Product 44713

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

1991 SAF Systems & Forms, Inc.  
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Loan No. 15246-3.3

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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 and late charges due under the Note less than 30 days of grace, if paid on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may accrue on the property over this security instrument as a lien on the property; (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may accrue on the property over this security instrument as a lien on the property; (b) yearly hazard or property insurance premiums, if any; and (c) yearly insurance 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 are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may accrue on the property over this security instrument as a lien on the property; (b) yearly hazard or property insurance premiums, if any; and (c) yearly insurance premiums, if any.

The Funds shall be held by Lender in an institution whose deposits are insured by a Federal Agency, instrument, or entity, or in any Federated Home Loan Bank. Lender shall apply the Funds to pay the principal of the Note, to interest due, to principal due; and last, to any late charges due under the Note.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the property over this security instrument, and leasehold payments, if any. Borrower shall pay to Lender in full of all sums secured by this security instrument, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower no more than twelve months, at Lender's sole discretion. Lender is not liable for the amount necessary to pay the principal of the Note, unless applicable law permits Lender to make up the deficiency. In any case where Lender holds funds held by Lender to pay the principal of the Note, Lender shall make up the deficiency for the excess Funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender is not sufficient to pay the principal of the Note, Lender may so notify Borrower in writing, and, in such case, Lender shall pay to Borrower the amount necessary to pay the principal of the Note, unless applicable law prohibits Lender from doing so.

The Funds shall be held in an institution whose deposits are insured by a Federal Agency, instrument, or entity, or in any Federated Home Loan Bank. Lender shall apply the Funds to pay the principal of the Note, to interest due, to principal due; and last, to any late charges due under the Note.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the land or lake one or more of the actions set forth above within 10 days of the giving of notice.

6. Payment of Premiums. Lender may give Borrower a notice demanding payment to Lender which shall be paid on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid on time directly to the manufacturer provided in paragraph 2, or if it is not paid in this manner, Borrower shall pay them shall pay these obligations in the lien to this security instrument. If Lender demands payment of the property is subject to a lien which prevents the enforcement of the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to defeat the lien by, or defeats enforcement of the lien in a manner acceptable to Lender. (a) contains in good faith the language of this security instrument securing by the Lender to the Borrower; (b) contains in good faith the language of this security instrument securing by the Lender to the Borrower; (c) contains in good faith the language of this security instrument securing by the Lender to the Borrower; (d) contains in good faith the language of this security instrument securing by the Lender to the Borrower; (e) contains in good faith the language of this security instrument securing by the Lender to the Borrower; (f) contains in good faith the language of this security instrument securing by the Lender to the Borrower.

Borrower shall promptly discharge any lien which has priority over this security instrument unless Borrower: (a) under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender to the Borrower creditmoneys under this paragraph; (b) if Borrower makes these payments directly, Borrower shall promptly furnish to Lender to the Borrower creditmoneys under this paragraph; (c) if Borrower makes these payments directly, Borrower shall promptly furnish to Lender to the Borrower creditmoneys under this paragraph; (d) if Borrower makes these payments directly, Borrower shall promptly furnish to Lender to the Borrower creditmoneys under this paragraph; (e) if Borrower makes these payments directly, Borrower shall promptly furnish to Lender to the Borrower creditmoneys under this paragraph; (f) if Borrower makes these payments directly, Borrower shall promptly furnish to Lender to the Borrower creditmoneys under this paragraph.

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12. Payment of Premiums. Lender may give Borrower a notice demanding payment to Lender which shall be paid on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid on time directly to the manufacturer provided in paragraph 2, or if it is not paid in this manner, Borrower shall pay them shall pay these obligations in the lien to this security instrument. If Lender demands payment of the property is subject to a lien which prevents the enforcement of the lien by, or defeats enforcement of the lien in a manner acceptable to Lender. (a) contains in good faith the language of this security instrument securing by the Lender to the Borrower; (b) contains in good faith the language of this security instrument securing by the Lender to the Borrower; (c) contains in good faith the language of this security instrument securing by the Lender to the Borrower; (d) contains in good faith the language of this security instrument securing by the Lender to the Borrower; (e) contains in good faith the language of this security instrument securing by the Lender to the Borrower; (f) contains in good faith the language of this security instrument securing by the Lender to the Borrower.

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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.

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(552000 9 10 9 2300) 888 11.00 1000

475 East 162nd Street - South Holland, Illinois 60473

FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTHERN HOLLAND

This instrument was prepared by Kilmberly S. Blummer

World Public  
Library

Witness my hand and official seal this 3rd day of June 1992.

1. .... che undersigned, a Notary Public in and for said county and state do hereby certify that  
.... ROBERT N. CRAIG and DWAYNE CRAIG, his wife, personally appeared  
.... before me and I (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing  
.... instrument, have executed same, and acknowledge said instrument to be their free and voluntary act  
.... and deed and that they executed said instrument for the purposes and uses herein set forth.  
  
(Notary Public, State of Indiana)  
(Date, Month, Year)

STATE OF Illinois ..... COUNTY OF Cook .....  
ss: } ..... }

- Adjustable Rate Rider       Condominium Rider       1-3 Family Rider  
 Grandparent Rider       PlanneC Lunt Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 Other(s) [Specify] \_\_\_\_\_

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

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**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 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.

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 agreements 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 prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given or 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

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

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 security 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 Project. The notice of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Project, shall further inform Borrower of the right to repossess after acceleration and the foreclosure proceeds shall be used to pay all sums secured by this Security Instrument without further demand and may foreseeable expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Interest.

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

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 Substances present by reason of which Borrower has actual knowledge, or is notified by any government or regulation authority, that any removal or remedial action is necessary in accordance with Environmental Law or any removal or other remedial action of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

**20. Hazardous Substances.** Barricade shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Project; Barricade shall not do, nor allow anyone else to do, anything affecting the Project that is in violation of any Environmental Law. The preceding two sentences shall not apply to the Project if small quantities of Hazardous Substances that are generally recognized to be appropriate use, or storage on the Project, or substances of a nature that does not apply to the Project, and to the maintenance of the Project.

19. Sale of Note: Change of Lessor 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 holding the Note and this Note and this Security Instrument will remain valid.

The notice will state the name and address of the new Lessor Servicer and the address to which payments should be made.

The notice will state the name and address of the new Lessor Servicer and the address to which payments should be made.

18. Borrower's Right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument 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 this instrument; (b) entry of a judgment against this Security Instrument. These conditions are that Borrower: (a) pays all sums which have accrued under this Note as if no acceleration had occurred; (b) pays all expenses incurred in the preparation or defense of any other conveyance or agreement; (c) pays all expenses incurred in enforcing this Note as if no acceleration had occurred; (d) makes such repairs as Lender may reasonably require to make this Security Instrument habitable, but not limited to, reasonable attorney fees; and (e) pays all costs of sale including, but not limited to, reasonable attorney fees; (f) cures any defect in title to his Security Instrument and the Note as if no acceleration had occurred; and (g) secures any deficiency judgment by a trust deed or otherwise.

Secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law as of the date of this Security Instrument.