

# UNOFFICIAL COPY

9 2 2 8 7 9 7 5

MAIL TO:

ILLIANA FEDERAL CREDIT UNION  
1600 Huntington Drive  
P. O. Box 1249  
Calumet City, Illinois 60409

92287975

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 10, 1992  
The mortgagor is Donald R. Blacher and Lula M. Blacher, His Wife,  
In Joint Tenancy

("Borrower"). This Security Instrument is given to

Illiana Federal Credit Union  
which is organized and existing under the laws of the United States, and whose address is  
1600 Huntington Drive, Calumet City, Illinois 60409

("Lender"). Borrower owes Lender the principal sum of

Twenty-Thousand and no/100-----  
Dollars (U.S. \$ 20,000.00). 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 16, 1997. 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 41 and Lot 42 (except the N 1.00 foot thereof) in Block 11 in  
William R. Kerr's Subdivision of W 1/2 of the NW 1/4 of Section 29,  
Township 37 North, Range 14, East of the Third Principal Meridian,  
in Cook County, Illinois.

Permanent Real Estate Index Number 25-29-107-076

DEPT-81 RECORDING

198888 TRAN 3539 04 20/92 12:10:00  
42620 \$ E \* - 92 - 267975  
COOK COUNTY RECORDER

which has the address of 12119 S. Justine St.  
[Street]  
Illinois 60643  
[Zip Code] ("Property Address"):

Chicago  
[City]

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1876 (90-2)

Form 1014 9-90 (page 1 of 6 pages)

Legal Lenders Business Forms, Inc. ■  
To Order Call 1-800-530-8090 or FAX 616-791-1131

33

92-287975

92287975

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Form 3014 9-90 (page 6 of 6 pages)

Marion M. Banaszak  
 Illinois Federal Credit Union  
 1600 Huntington Drive  
 Calumet City, IL 60409

This instrument was prepared by

Property of Cook County Clerk's Office

Social Security Number 319-42-2021  
 Lula M. Blacher  
 -Borrower  
 (Seal)

Social Security Number 354-38-1561  
 Donald R. Blacher  
 -Borrower  
 (Seal)

11-516133866

25. Witnesses: and in any riders) executed by Borrower and recorded with it. See language below:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Others) (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. (Check applicable box(es))



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

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |   |   |

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.

25. **Second Mortgage Status:** See Language below:

Witnesses:

\_\_\_\_\_  
Donald R. Blacher (Seal)  
Borrower  
Social Security Number 354-38-1561

\_\_\_\_\_  
Lula M. Blacher (Seal)  
Borrower  
Social Security Number 319-42-2021

STATE OF ILLINOIS.

Cook

County ss:

I, Gloria Szott

, a Notary Public in and for said county and state,

do hereby certify that

Donald R. Blacher and Lula M. Blacher

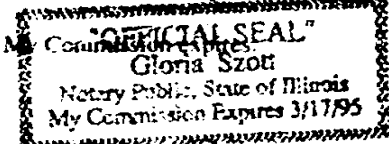
, personally known to me to be the same person(s) whose name(s) are

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

and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set

forth.

Given under my hand and official seal, this 10th day of April, 1992



Gloria Szott

Notary Public

25. **Second Mortgage Status.** The lien of this mortgage is subject and subordinate to the lien of that certain mortgage in favor of Advance Mortgage Corp. in the amount of \$46,500.00 dated 6-1-77 and recorded 7-1-77 as Document No. 23995550.

Herein referred to as "First Mortgage."

Any and all defaults under the First Mortgage shall be deemed an Event of Default and shall entitle Mortgagee to exercise any and all rights which they may have hereunder including but not limited to the acceleration of the indebtedness hereby secured. In the event the Mortgagee shall cure a default by the Mortgagor under the First Mortgage, any amount so advanced by Mortgagee shall be due and payable by Mortgagor, on demand, with interest at the rate of 2% over the prime rate as established from time to time by the Continental Illinois National Bank and Trust Company of Chicago and shall be considered as indebtedness secured hereunder. Notwithstanding anything herein to the contrary, Mortgagee shall not be obligated to cure a default by Mortgagor and in the event Mortgagee shall cure a default, Mortgagee shall not be obligated to cure subsequent defaults. For purposes of this paragraph, a default shall be deemed to include any act or event which the Mortgage defines as a default.

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03-267075

Official Lender Business Form, Inc. 1-800-531-0081 FAX 616-791-1121

ITEM # 416 - 90121

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 922 (over 1 of 6 pages) 9/90

922C1975

Illinois 60643 Zip Code

which has the address of 12119 S. Justine St. Chicago (City)

COOK COUNTY RECORDER

41628 E \* -92-267075

TRAK 5539 04/10/92 12:10:00

DEPT-61 RECORDING

Permanent Real Estate Index Number 25-29-107-076

Lot 41 and Lot 42 (except the N 1.00 foot thereof) in Block 11 in William R. Kerr's Subdivision of W 1/2 of the NW 1/4 of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Cook County, Illinois mortgage, grant and convey to Lender the following described property located in Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby

sums, with interest, advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other April 16, 1997 This Security Instrument secures to Lender: (a) the repayment of the debt

Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on Dollars (U.S. \$20,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument and no/100----- ("Lender"). Borrower owes Lender the principal sum of

1600 Huntington Drive, Calumet City, Illinois 60409 which is organized and existing under the laws of the United States and whose address is

Illiana Federal Credit Union In joint Tenancy ("Borrower"). This Security Instrument is given to

The mortgagor is Donald R. Blacher and Lila M. Blacher, His Wife, April 10, 1992

## MORTGAGE

[Space Above This Line For Recording Data]

ILLIANA FEDERAL CREDIT UNION  
1600 Huntington Drive  
P. O. Box 1349  
Calumet City, Illinois 60409

MAIL TO:

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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. These 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 ten 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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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 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 (on 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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enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as  
18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have  
remedies permitted by this Security Instrument without further notice or demand on Borrower.

If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any  
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. Lender shall give Borrower notice of acceleration. The notice shall provide a period of  
If Lender exercises this option, Lender shall not be exercised by Lender if exercised by Lender as prohibited by federal law as of  
the date of this Security Instrument.

without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by  
it is sold or transferred (or if a beneficial 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  
is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

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

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

paragraph.  
in this Security Instrument shall be deemed to have been given to Borrower or Lender which is provided in this  
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 it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by  
prepayment charge under the Note.  
direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any

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

or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's  
consent.  
secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear

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

waiver of or preclude the exercise of any right or remedy.  
Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a  
other use, modification or release of the sums secured by this Security Instrument by reason of any demand made by the original  
shall not be required to continue proceedings against any successor in interest or to extend time for payment or  
of Borrower and not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender

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  
or Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender  
shall not be required to continue proceedings against any successor in interest or to extend time for payment or  
other use, modification or release of the sums secured by this Security Instrument by reason of any demand made by the original  
Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a

sums secured by this Security Instrument, whether or not then due.  
Lender is authorized to collect and apply the proceeds, at 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 condempnor offers to make

then due.  
otherwise provides, 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  
Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums  
Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the  
fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the  
the sum secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following

Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in  
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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security  
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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  
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secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law

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