

MAIL TO  
UNOFFICIAL COPY

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RECORD AND RETURN TO:

LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS  
2500 SOUTH HIGHLAND AVENUE, SUITE 110 COOK COUNTY, ILLINOIS  
LOMBARD, ILLINOIS 60148

321 LED FURN RECORD

1992 MAY -8 AM 9:00

92316164

MT 4/12/92

[Space Above This Line For Recording Data]

LOAN # 566906

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 27, 1991, The mortgagor is  
MICHAEL J. JANICEK and JEANNETTE R. JANICEK, HIS WIFE

("Borrower"). This Security Instrument is given to LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS

which is organized and existing under the laws of THE STATE OF TEXAS, and whose  
address is P. O. BOX 40, AUSTIN, TEXAS 78767

("Lender"). Borrower owes Lender the principal sum of  
Fifty-seven thousand five hundred and NO/100 Dollars (U.S. \$ 57,500.00).

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 December 1, 2021.

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

LOT 167 IN J. E. MERRION'S COUNTRY CLUB HILLS FIRST ADDITION, A  
SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE  
EAST 50 FEET OF THE SOUTH 165 FEET THEREOF) AND THE EAST 1/2 OF THE  
SOUTHWEST 1/4 (EXCEPT THE EAST 50 FEET THEREOF AND EXCEPT THE WEST 262  
FEET OF THE SOUTH 450 FEET THEREOF) OF SECTION 34, TOWNSHIP 36 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT  
THEREOF RECORDED SEPTEMBER 26, 1956 AS DOCUMENT 16709687, IN COOK COUNTY,  
ILLINOIS.

92316164

TAX I.D. #: 26-34-312-016 VOL. 035

which has the address of 4410 WEST 182ND PLACE, COUNTRY CLUB HILLS  
Illinois 60477 ("Property Address");  
(Zip Code)

[Street, City],

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

88-681111 (191001)

VMP MORTGAGE FORMS • 1313293-0100 • 1000/021-7201

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Form 3014 9/00  
Amended 8/91

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NOTARIAL SEAL  
CAROL V. PONCHIUSO  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES NOVEMBER 16, 1995

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1807 SOUTH MASHINGTON STREET  
NAPERVILLE, ILLINOIS 60565  
DOCU-TECH, INC.  
This instrument was prepared by:

Form 3014 9/80

My Commission Expires:

Notary Public

Given under my hand and official seal, this 27th day of November 1991  
signed and delivered the said instrument to THEIR free and voluntarily yet, for the uses and purposes herein set forth,  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
'personally known to me to be the same person(s) whose name(s)

the undersigned  
MICHAEL J. JANICK and JEANETTE R. JANICK, HIS WIFE  
of the County of COOK  
in the State of ILLINOIS,  
do hereby certify  
that

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

in my hand(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts all terms and conditions contained in this Security Instrument and

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

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all encroachments, 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.

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

**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.

**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 attain priority 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, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**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 prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, 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 attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that 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 payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

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 acceleration costs.

21. Limitation, but not limited to, reasonable attorney fees and costs of title defense.

20. Breach. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, by this Security Instrument without further demand and may foreclose this Security Instrument by suit or before the date specified in the note. Lender, at its option, may redeem title immediately payable in full of all sums non-excessive of a deficit or any other defense of Borrower to accelerate title acceleration and foreclosure. If the deficit is not cured on or before the date specified in the note to the extent necessary to assert in the foreclosure proceeding the interest secured by this Security Instrument, Borrower shall further to cure the deficit on or before the date specified in the note in acceleration of the sums (d) that failure to give notice the date specified in the note may result in the notice being ineffective to Borrower, by written notice the date less than 30 days from the date the notice is given to Borrower; (e) unless the notice required to cure the deficit is given the date specified in the note prior to acceleration under paragraph 17 unless of any covenant or agreement in this Security Instrument unless otherwise provided.

21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

20. Environmental Law. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument unless otherwise provided.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous wastes by state or federal, safety or environmental protection laws.

Environmental law and regulations, volatile solvents, materials containing asbestos or formaldehyde and radon-gas materials, As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that regulate removal of other contamination of any Hazardous Substances affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

any removal of other contamination of any Hazardous Substances that is necessary, or is necessary by any government or regulatory authority, that of which Borrower has actual knowledge; if Borrower learns, or is notified by any government or regulatory authority, that

Borrower shall promptly notify or private party involving the property and any Hazardous Substances affecting the Environmental Law

Hazardous Substances on or in the Property, Borrower shall not do, nor allow anyone else to do, anything affecting the

Environmental Law and to maintain the Property.

Property that is in violation of any Environmental Law, the preceding and any Hazardous Substances affecting the Environmental Law

Hazardous Substances on or in the Property, Borrower shall not do, nor allow anyone else to do, anything affecting the

Environmental Law and to maintain the Property.

19. Sale of Note. Change of Lessor. 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 known

as the "Lessor" that collects monthly payments due under the Note and this Security Instrument. There also may be one

or more changes of the Lessor Service, if there is a change of the Lessor Service, Borrower will be one

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This 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 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 required 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 ceasing 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

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

to be severable.

Given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note will be construed with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be disregarded in which the Property is located, in the event that any provision or clause of this Security Instrument or the Note is found to violate the law, such provision or clause shall be governed by federal law and the law of the State in which the Property is located.

17. Governing Law. This Security Instrument shall be governed by federal law and the law of the State in which the Property is located.

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

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Lender's address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be directed to the Property Address if by first class mail unless applicable law requires use of another method. The notice shall be given by delivery in or by Airmail to Borrower provided for in this Security Instrument shall be given by delivery in or by Airmail to Borrower.

18. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by Airmail to Borrower.

payable to Borrower. If a refund reduces principal, the reduction will be treated as a partial payment without any payment to Lender. If a refund reduces the principal owed under the Note, or by bankruptcy or divorce of Borrower, Lender may choose to make this refund by reducing the principal balance of the Note, or by the permitted limit; and (b) any sums already collected from Borrower which exceed permitted amounts will be refunded to Lender exceeding the permitted limits, when: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceeded the permitted limits, when: (a) any such loan charges collected or to be collected in connection with the and that law is finally interpreted so that the interest of other loans is subject to it in a width sets maximum loan charges.

19. Loan Charges. If the loan secured by this Security Instrument is subject to it in a width sets maximum loan charges.

make any accommodations with regard to the terms of this Security Instrument or the Note without first Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums instrument but does not exceed the Note; (a) is co-signing this Security Instrument only to mortgage, garnish and convey this Security instrument. If, Borrower's covenants and agreements shall be void and several. Any Borrower who co-signs this Security instrument shall be liable for the liability of the other Borrower or Lender and Borrower, subject to the provisions of of amortization of the sums secured by this Security instrument of the time for payment of indebtedness.

10. Successors and Assigns. Notwithstanding Co-signers, the covenants and agreements of this

exercise of any right or remedy.

successors in interest. Any forfeiture by Lender in exercising any remedy shall not be a waiver of or preclude the exercise of any right or remedy.

of the sums secured by this Security Instrument by Lender in making any demand made by the original Borrower or Borrower's comimence proceedings against any successor in interest or to release to Lender the sum for payment of otherwise not required to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be liable of amortization of the sums secured by this Security instrument of the time for payment of indebtedness.

11. Borrower Not Releasable. Borrower, or if, after notice by Lender to any successor in interest of Borrower shall

possess the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

be applied by this Security Instrument, whether or not due.

Lender is authorized to collect all applicable proceeds, in its option, either to restoration or repair of the Property or to the sums

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

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

be applied to the sums secured by this Security Instrument whether or not the sums are then due.

unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the fair

before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in whole the fair

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

this Security instrument shall be reduced by the amount of the proceeds multiplied by the following proportion: (a) the total

market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

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

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument,

shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, the hereby imposed and

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inscription specifying reasonable cause for the inspecion.

9. Inspections. Lender or his agent may make reasonable inspections upon and inspectioins of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain insurance in effect, or to provide a loss reserve, until the requirement for mortgage

that Lender requires) provided by an insurer approved by Lender against losses insurable and is obtained. Borrower shall pay

payments may no longer be required, in the option of Lender, if mortgage insurance coverage (in the amount and for the period