

**UNOFFICIAL COPY** 92317141

FIRST NATIONAL BANK OF EVERGREEN PARK  
3101 WEST 95TH STREET  
EVERGREEN PARK, ILLINOIS 60642

THIS INSTRUMENT PREPARED BY:  
CENTRAL MORTGAGE PROCESSING UNIT  
FOR EVERGREEN BANK  
8 FIRST NATIONAL BANK OF EVERGREEN PARK  
3101 WEST 95TH STREET  
EVERGREEN PARK, ILLINOIS 60642

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 7TH, 1992  
The mortgagor is MARK K. DUEWERTH and JACQUELINE M. DUEWERTH, HUSBAND AND WIFE

FIRST NATIONAL BANK OF EVERGREEN PARK ("Borrower"). This Security Instrument is given to  
which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is  
3101 W. 95TH STREET, EVERGREEN PARK, ILLINOIS 60642

("Lender"). Borrower owes Lender the principal sum of  
EIGHTY-NINE THOUSAND AND NO/100\*\*\*\*\* Dollars (U.S. \$ 89000.00 ). 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  
MAY 10, 2022 . 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 22 IN JESSICA'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH WEST  
1/4 OF SECTION 28, NORTH OF THE INDIAN BOUNDARY LINE AND ALSO THAT PART OF  
THE SOUTH EAST 1/4 OF SECTION 29, WHICH LIES EAST OF CENTRAL AVENUE ALL IN  
TOWNSHIP 36, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

PTI# 28-28-303-622-0000

1992 MAY 8 PM 3:30

92317141

92317141

which has the address of 5418 BONNIE TRAIL  
[Street]  
Illinois 60452 ("Property Address");  
[Zip Code]

OAK FOREST  
[City]  
ACCT # 192435

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1073 (1012)

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

Great Lakes Business Forms, Inc. ■  
To Order Call: 1-800-530-6393 □ FAX 616-791-1131

# UNOFFICIAL COPY

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

500-12345

EVERGREEN PARK, ILLINOIS 60642

3101 WEST 95TH STREET  
# FIRST NATIONAL BANK OF EVERGREEN PARK

FOR EVERGREEN BANK  
NOTARY PUBLIC, STATE OF ILLINOIS

"OFFICIAL SEAL"

NOTARY PUBLIC

CENTRAL MORTGAGE PROCESSING UNIT

DELEIVER TO:

My Commission expires 11/24/95

(Address)

(Name)

This instrument was prepared by

My Commission expires 11/24/95

Given under my hand and official seal this 7th day of May, 1992.

forth.

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

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

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

do hereby certify that MARK K. DUEWERTH and JACQUELINE M. DUEWERTH, HUSBAND AND WIFE,

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

County ss:

STATE OF ILLINOIS.

Social Security Number 346-56-7841

Borrower

JACQUELINE M. DUEWERTH

(Seal)

Social Security Number 342-52-4945

Borrower

MARK K. DUEWERTH

(Seal)

Witnesses:

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security Instrument and in my rider(s) executed by Borrower and recorded with it.

Other(s) (Specify)

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduate Payment Rider
- Biweekly Payment Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Second Home Rider
- Balloon Rider

(Check applicable box(es))

24. **Riders to the 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.



# UNOFFICIAL COPY

) 2 3 | 7 | 1 |

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.

52247111

# UNOFFICIAL COPY

Form 301A 9/90 (page 2 of 6 pages)

Broads or flooding, for which Lender requires insurance. This insurance shall be made payable to the Borrower and Lender, unless otherwise provided in the Note.

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

Over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take to this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach to this Security Instrument, or (c) secures from the holder of the lien an agreement satisfactory to Lender suspending the enforcement of the lien; or (d) legal proceedings which in the Lender's opinion operate to prevent the Lender by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the Lender by, or defends against enforcement of the lien in a manner acceptable to the Lender; (b) consents in good faith to the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees

the premises, (b) pays all taxes, assessments, charges, fines and impositions attributable to the

4. **(Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

Property; (2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

5. **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

secured by this Security Instrument.

Funds held by Lender, shall apply any Funds held by Lender in the time of acquisition or sale as a credit against the sums paid by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender shall promptly refund to Borrower any

1. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

debtency in no more than twelve monthly payments, at Lender's sole discretion.

Lender at any time it is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in

Borrower for the excess Funds in accordance with the requirements of applicable law.

If the Funds held by Lender exceed the amounts permitted in the held by application of the Fund account to

this Security Instrument.

purpose for which each debt in the Funds was made. The Funds are pledged as additional security for all sums secured by

such give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the

debts of the Funds. Borrower and Lender may agree to writing, however, that interest shall be paid on the Funds. Lender

agreements on the Funds, Borrower and Lender may agree to pay, Lender shall not be required to pay Borrower any interest or

agreement is made or applicable law requires payment, unless applicable law provides otherwise. Unless an

estate tax reporting service used by Lender in connection with this loan, unless applicable law permits

Lender to make such a charge. However, Lender may require to pay a one-time charge for an independent real

estate tax reporting service used by Lender, unless Lender applies for holding and applying the Escrow account, or verifying the Escrow items, Lender may not charge Borrower interest on the Funds and annually analyzing the Escrow

including Lender is such in its discretion, or in any Federal Home Loan Bank, Lender shall apply the Funds to pay

The Funds shall be held in an escrow whose deposits are insured by a federal agency, instrumentality, or entity

estimates of expenditures of funds, escrow items or otherwise in accordance with applicable law.

exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable

law that applies to the Funds as a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to

more than \$100 per month from time to time, if 2 U.S.C. § 2601 et seq. ("RESPA"), unless another

entity that applies to the Funds, Lender may require for holding and applying the Escrow account under the maximum

amount a lender fee, "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, in lieu of the payment of mortgage insurance premiums. These

Lender, in accordance with the provisions of paragraph 8, in any sums payable by Borrower to

insurer of premium, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to

lender, or ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood

payments; and assessments which attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold

taxes and assessments which attain priority over the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly

Lender in the day monthly payments are due under the Note, until the Note is paid in full, a written waiver by Lender, Borrower shall pay to

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principals of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

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

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.

BORROWER warrants and conveys the Property generally the title to the Property against all claims and demands, subject to any

mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record,

Borrower, waives and hereby covenants of the title to the Property against all claims and demands, subject to any

encumbrances of record.

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

TOGETHER WITH all the improvements now or hereafter erected on the property, all replacements and additions shall also be covered by this Security

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".

62317141

# UNOFFICIAL COPY

Sample family - Family Information Note INSTRUMENT - Form C (version 99) (page 4 of 6 pages)

enforcement of this Security Instrument at any time prior to the earlier of: (a) 5 days for such officer period as 18. Borrower's Right to Remedy. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument further notice or demand of Borrower.

Securitry instrument. 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 shall pay all sums secured by this if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of the date of this Securitry instrument.

this Securitry instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by it is sold or transferred for 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 it is given the Note and of this Security Instrument.

be given effect without the conflicting provisions. To this end the provisions of this Security Instrument and the Note are 16. Borrower's Copy. Borrower shall be given one contemporaneous copy of the Note and of this Security Instrument.

conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can result in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note is

15. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the paragraph.

in this Security Instrument shall be deemed to have been given to Borrower or Lender with each as provided in this Address of any other address Borrower designates by notice to Lender. Any notice 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 preparation charge under the Note.

direct payment to Borrower. If a refund reaches principal, the reduction will be treated as a partial payment without any remitted to the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce with the loan agreed the permitted limit, 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 other loan charges collected or to be collected in connection of note, and the note is subject to this Security Instrument is subject to a law which sets maximum loan

of make any accommodations with regard to the terms of this Security Instrument or the Note without this Borrower's security by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive, terminate 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 continuing this Security Instrument only to message, print and convey the Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, except to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, except to the provisions of 12. Successors and Assigns Bound Joint and Several Liability; Co-signers. The covenants and agreements of this

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

Borrower's successor in interest. Any holderance by Lender in exercising any right or remedy shall not be a otherwise modifly authorization of the sums secured by this Security Instrument by reason of any demand made by the original holder not be required to comply the provisions against any successor in interest to refuse to extend time for payment of Borrower shall not agree to release the liability of the original Borrower or Lender to any successor in interest of modification of instruments of the sums secured by this Security Instrument granted by Lender to any successor in interest of the time for payment of 11. Borrower's Release Note a Waiver. Extension of the time for payment of such funds.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such funds.

Lender is authorized to collect and apply the proceeds, in its option, either to tender to Lender or repayment of the Property or to the award or settle a claim for damages, Borrower fails to respond to Lender after the date the notice is given, in the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make then due.

If the Property is abandoned by Borrower, unless Borrower and Lender otherwise agree in writing or unless applicable law secures 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 proceeds 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 following sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following, which the fair market value of the Property paid to Borrower, unless Borrower and Lender otherwise agree in writing, secures the fair market value of the Property before the taking, in the amount of the Property in which the Property in instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing,

condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

# UNOFFICIAL COPY

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 (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