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(12800 9 50 2 1800) 06/16 2108 24403

DUE STUNDENRECHT UND RECHTSVORSTELLUNG

3. **Insuring of 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 set forth above within 10 days of the giving of notice.

subordinating his lien to the holder of the lien in an agreement satisfactory to Lender or (c) secures from the holder of the lien an option which operates to

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

Under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender records evidencing the payments.

paragraph 2, third, to interest due; fourth, to principal due; and last, to any late charges due under the Note, second, to amounts payable under paragraph 4, charges; fifth, to attorney's fees and expenses incurred in the collection of any judgment or in the defense of any suit or proceeding brought by the plaintiff to collect any amount due hereunder.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied to any amounts due under this Agreement in the following order:

deficiency in no more than twelve months by payment in full or in 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 of the Borrower as sale of the property, Lender shall promptly refund to Borrower any amount necessary to make up the deficiency.

Botherer for the excess funds held by Leander exceeded the amounts permitted to be held by application of law. Leander shall account to the Board of Education for such amount as may be due.

Lender shall give to Borrower, without charge, an annual accounting of the Funds so disbursed, 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.

Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for a one-time service used by Lender in connection with this loan, unless applicable law prohibits otherwise. Unless otherwise agreed in writing, the Funds and applicable law govern all disputes on the Funds or payments on the Funds.

The funds shall be held in an institution whose deposits are insured by a federal agency, ultimately with applicable law.

another law that says to the Funds sets a lesser amount [if so, lesser may at any time, collect and hold Funds in amounts not to exceed the lesser amount less than the amount of expenses of future Escrow items or otherwise in consideration of funds or instruments of expenditure under may estimate the amount of Funds due on the basis of current data as provided in section 2514 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), in

However, in accordance with the provisions of paragraph 8, in lieu of the payment of monaglee premiums, it may sums payable by Borrower to Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum allowable under the terms of the Note.

taxes and assessments which may accrue under the Note, until the Note is paid in full, a sum ("Funds") for (a) expenses and assessments which my accrue under the Note, until the Note is paid in full, a sum ("Funds") for (b) yearly hazard or property insurance premiums; (c) yearly hazard or property insurance premiums, if any; (d) yearly insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) yearly insurance premiums, if any.

1. Payment of Principal and Late Interest; Preparation and Late Charges. Borrower shall promptly pay when due principal of and interest on the debt evidenced by the Note and any preparation and late charges due under the Note;

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

SOURCEMAN COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the mortgagee, trustee and conveyee the title to the Property against all claims and demands, unless the Borrower waives and will defend generally the title to the Property is unencumbered, except for encumbrances of record.

100% ESTATE WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER EXCUSED ON THE PROPERTY, AND ALL FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPAIRS, REPLACEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SCHEDULE. INSTRUMENTAL ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

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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 by 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 person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 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. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

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

9. Inspection. Under or its agent may make reasonable entries upon and inspections of the Property. Under shall give Bomdwick notice at the time of or prior to an inspection specific cause for the inspection.

B. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan received by this Securitization, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage ceases or lapses at a cost to Borrower equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternative mortgagelender approved by Lender, it subsists until mortgagelender approves insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance coverage paid by Borrower which he has under each loan to be in effect. Lender will accept, as a loss payable, Borrower and Lender and their respective heirs, executors, administrators, successors and assigns, jointly and severally, for all amounts due and payable by Borrower to Lender under this agreement, or to provide a loss reserve, until the premium for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Any amounts disbursed by Lender under this paragraph shall become additional add-on fees to Borrower secured by this Security Instrument unless paid in full prior to the Note rate and shall be payable, with interest upon notice to Lender to Borrower at the date of disbursement at the Note rate and 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 to Lender to Borrower.

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, materially affects Lender's rights in the property (such as a proceeding in bankruptcy, probable, for condominium or corporation or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect his property and sums secured by a lien which have been deposited by a trustee over this Security Instrument, paying reasonable attorney fees and entering on the property to make such action under this paragraph 7, Lender does not have to do so.

6. Occupancy, Lease, Rent, Maintenance and Protection of the Property; Borrower's Loan Application; Lessorships; Borrower's full occupancy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Deed. Lessor shall continue to occupy the Property as Borrower's principal residence until at least one year after the date of occupancy, unless Lessor otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless Lessor is unable to obtain otherwise agreeable terms. Borrower shall not be in default in any foreclosure action or proceeding, whether civil or criminal, in respect of the Property, damage to property to defendant, or committal waste on the Property. Borrower shall be in default in respect of the Property to defendant, or otherwise materially impair the lien created by this Security instrument, is good faith judging that in Lender's good faith determination, such action or proceeding will result in forfeiture of the Property to Lender, and thereby cause Lender's security interest in the Property to be discharged, as provided in Paragraph 18, by causing this Security instrument to be dismissed with a ruling that in Lender's good faith determination, protection of the Property or Lender's interest in the Property is no longer necessary.

Offices Leander and Bottoway will meet in writing, any application or procedure to participate shall not exceed or surpass one week prior to the acquisition shall pass to Leander to the extent of the sums secured by this Security form damage to the Property prior to the acquisition shall pass to Bottoway's right to any insurance policies and proceeds resulting under Paragraphs 1 and 2 or change the amount of the payments. If possession of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If the Property is acquired by Leander, Bottoway's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Leander to the extent of the sums secured by this Security instrument immaterial prior to the acquisition.

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 due. In addition, the 30-day period will begin when the notice is given.

for the periods that Learnder receives. The insurance carrier providing the insurance shall be chosen by Borrower subject to Learner's approval which shall not be unreasonable within the time reasonably available. If Borrower fails to maintain coverage described above, Learner may, at Learner's option, obtain coverage to protect Learner's rights in the property in accordance with paragraph 7.

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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 pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness: Susan L. Bieneman (Seal) **Borrower:** Susan L. Bieneman (Seal)
Witness: Mark J. Sura (Seal) **Borrower:** Mark J. Sura (Seal)

STATE OF ILLINOIS, *Cook* County ss:
I, *The undersigned*, a Notary Public in and for said county and state,
do hereby certify that *Susan L Beneman*,
personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *she* signed
and delivered the said instrument as *her* free and voluntary act, for the uses and purposes therein set
forth.

Given under my hand and official seal, this 9 day of Sept 93
My Commission expires
OFFICIAL SEAL
LEAH E. STEWART
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/7/95

This instrument was prepared by ERIN BURTON
FIDELITY LOAN SERVICES, INC.
(Name) 1824 SOUTH ARLINGTON HEIGHTS ROAD, ARLINGTON HEIGHTS, IL 60005
(Address)
ITEM 18786 (9202) Form 3014 9/90 (page 6 of 6 pages)

