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10101
Form 8014/8/80

of the conditions set forth above within 10 days of the signing of notice.

Security Instrument, Lender may give Borrower a notice terminating the loan. Borrower shall satisfy the loan or take one or more steps Security Instrument. If Lender declines to do so, Borrower is subject to a loan which may affect priority over this loan to another creditor of the loan; or (c) secures from the holder of the loan an agreement satisfactory to Lender subordinate to the loan to by, or declines against a particular enforcement of the loan in, legal proceedings which in the Lender's opinion operates to prevent the writing to the payment of the loan in a manner acceptable to Lender; (b) certifies in good faith the loan to Borrows shall provide any liability over the loan which has priority over this Security Instrument unless Borrower; (a) agrees in

Borrower makes these payments directly to Lender receiving evidence of payment due.

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If certain owed payment Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in full within, Borrower shall pay them on time directly to the which may allow priority over this Security Instrument, and recordable payment of ground rents, if any. Borrower shall pay these 4. Charges; Lender. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property until, to trustee due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: First, to any prepayment due under the Note; second, to amounts paid under paragraph 2; third, to amounts paid under paragraphs 3. Application of Payments. Unless applicable law provides otherwise, all payments received at or under paragraphs security instrument.

Property, shall apply any funds held by Lender at the time of acquisition or else as a credit, if not the sums secured by this held by Lender, if, under paragraph 2, Lender shall acquire of all the property, Lender, less to the acquisition or sale of the Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds monitory payments, as Lender's sole discretion.

to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve not sufficient to pay the Escrow Lien when due, Lender may notify Borrower, Lender shall pay the deficiency in accordance with the requirements of applicable law. If (a) amount of the funds held by Lender at any time is due access to such funds as Lender's sole discretion to be held by, applicable law, Lender shall account to Borrower for if the funds held by Lender exceed the amounts permitted to be held by, applicable law, Lender shall account to Borrower for made, the funds are pledged as additional security for all sums secured by this Security Instrument.

annual accounting of the funds, showing credits and debits to the funds and the purpose for which each debited to the funds was Lender may agree in writing, however, that interest shall be paid on the funds. Lender shall give to Borrower, without charge, an Lender in connection with this loan, unless applicable law requires otherwise, Lender shall provide otherwise, Lender and requires interest to be paid, Lender shall not be liable to pay a sum of money for an indefinite period of time to Lender and Lender, Lender may require Borrower to pay a sum of money for an indefinite period of time to Lender and However, Lender may charge Borrower for holding and applying the funds and applicable law permits Lender to make such a charge.

the Escrow items, unless Lender pays Borrower for holding and applying the funds, annually applying the escrow account, or currently holding items, Lender may not charge Borrower for holding and applying the funds, annually applying the escrow account, or currently holding Lender, if Lender is such as to incur interest on the funds, until the Note, annual applying the escrow account, or currently holding The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including otherwise in accordance with applicable law.

estimates the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or amounts due to so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount. Lender may amicided from time to time, to the federal Real Estate Settlement Procedures Act of 1974 as may agree to loan may, at any time, collect and hold funds in an amount not to exceed the maximum amount a Lender for a federally related Lender may, at any time, collect and hold funds in lieu of the payment of money for instruments premiums. These items are called "Escrow items." Any money deposited in the Escrow account, it any; and (d) any sums payable by Borrower to Lender, in accordance with the or ground rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("funds") for: (a) yearly leasehold payments and associations which may affect this Security Instrument as a lien on the property; (b) yearly leases and associations which may affect this Security Instrument over the property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if Lender for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment due under the Note.

1. Payment of Principal and Interest; Prepayments and Late Charge. Borrower shall promptly pay when due the UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains covenants for national use and non-national covering real property.

variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage a 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 encumbrance of record.

All of the foregoing is referred to in this Security instrument as the "Property". All improvements and additions shall also be covered by this Security instrument.

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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 acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control, Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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be severable. Given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or this Note which can be satisfied in which the Property is located. In the event that any provision of clauses of this Security Instrument or the Note are declared to be severable.

15. Governing Laws; Severability. This Security Instrument shall be governed by federal law and the law of the state in which it is executed.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to Lender's address stated herein or any other address designated by notice to Lender. Any notice provided for in this Security

any other address Borrower designates by notice to Lender: Any notice to Lender shall be given by first class mail to Lender's or by first class mail unless applicable law requires use of another method. The notice shall be directed to the Propety Address or

by first class mail unless applicable law requires delivery by delivery service if or by mailing under the Note.

Borrower, if a renewal reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge

Lender may choose to make this renewal by reducing the principal owed under the Note or by making a direct payment to

permitted until, and (b) any sums already collected from Borrower which exceed permitted limits will be reduced to Borrower,

exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce his charge to loan

and that law is finally interpreted so that the interest or other loan charge collected or to be paid in connection with the loan

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

makes any accommodations with regard to the terms of this Security Instrument or the Note without Lender's consent.

secured by this Security Instrument and (c) agrees to Lender and any other Borrower, modifly, reprice or

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 co-signing this Security Instrument unless only to mitigate, prevent and convey this

paragraph 17, Borrower's co-conants and agreements shall be joint and several. Any Borrower who co-signs this Security

Security Instrument shall bind and benefit the successors and assigns. O Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-conants of this

right or remedy.

in interest. Any forbearance by Lender in exercising any right he may have shall not be a waiver of or preclude the exercise of any

the sums secured by this Security Instrument by reason of his demand made by the original Borrower or Borrower's successors

compliance proceedings against any successor in interest, or failure to collect him for payment of otherwise modifly amortization of

not capable to recuse the liability of the original Borrower's successors in interest. Lender shall not be required to

amortization of the sums secured by this security instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Right to Note and Waiver. Extension of the time for payment of modifly amortization

due date of the monthly payments recalled, to 2 or change the amount of such payments.

unless Lender and Borrower ouie, without notice in writing, any application of proceeds to principal shall not exceed or postpone

by this Security Instrument, whether or not due.

is authorized to collect and apply the proceeds, at its option, either to recoup or respond to Lender within 30 days after the date the note is given. Lender

sum of debts a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, Lender

to the Propety is liable to Borrower, or if, after notice to Borrower that the condominium officer to make an

sums received by Lender which or not the sums are due.

of this Security Instrument, whether or not due.

sums received by Lender and apply the proceeds, at its option, either to recoup or respond to Lender within 30 days after the date the note is given. Lender

sum of debts a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, Lender

to the Propety is liable to Borrower, or if, after notice to Borrower that the condominium officer to make an

sums received by Lender which or not the sums are due.

Borrower and Lender, before the taking is less than the amount of the sums secured immediately before the taking, unless

Property immediately before the taking, in the event of a partial taking of the Propety in which the fair market value of the

taking. Any balance immediately before the taking, divided by (b) the fair market value of the following subsection: (a), the total amount of

the sums secured by this Security Instrument shall be reduced by the proceeds multiplied by the following subsection: (a), the total amount of

Security instrument shall be reduced by the taking, unless, Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless the taking is equal to greater than the amount of the sums secured by this Security

value of the Propety immediately before the taking, unless the taking is equal to greater than the amount of the sums secured by this Security

which or not due, with any access paid to Borrower. In the event of a partial taking in which the fair market

in the taking of a total taking of the Propety, 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 Propety, or for convenience in lieu of condemnation, are hereby assigned and

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

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

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Propety. Lender shall give

insurance ends in accordance with any written agreement in substance to provide a loss coverage, until the requirement for mortgage

lender (Lender's requirements) provided by an insurer approved by Lender against losses arising from any and inspecion.

payments may no longer be required, at the option of Lender, to make insurance coverage (in the amount and for the period

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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 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.

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This instrument was prepared by: SIMA POUNDAHLI SANCTIONED BY: SANGONE MORTGAGE CORPORATION
Form 3014-8/00

My Commission Express

Given under my hand and official seal, this 1st day of April, A.D. 1947.

Clarification: A Notary Public in said far said county and state do hereby certify that

Botherer _____
Botherer _____
(Seal) _____

Hofrower _____ Or _____

PABLO MASSELLI - **CHIAROVIOLI**

BY SIGNING BELOW, BORROWER ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

Balloon Rider V.A. Rider
 Second Home Rider Other(s) [specify] _____

<input type="checkbox"/> Admissible Rule Rider	<input type="checkbox"/> Quadrilateral Payment Rider
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Blawiecky Payment Rider
<input type="checkbox"/> Commodityium Rider	<input type="checkbox"/> Plumbic Unit Development Rider
<input type="checkbox"/> 	<input type="checkbox"/> Blawiecky Payment Rider

2. Kriterii's to the security instruments. II one of more notes are executed by both or one of the parties to the instrument. It can be done by the parties themselves or by a third party.

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² See <http://www.legis.state.vt.us/legisweb/billstatus.asp?BillID=1000&SessionID=1> for the bill's current status.

ANSWER