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# **UNOFFICIAL COPY**

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(Space Above This Line For Recording Data)

### MORTGAGE

| THE MORTGAGE ("Secretary Instruments) is an en as   | er 13th, 1993   |
|---|---|
| THIS MORTGAGE ("Security Instrument") IS given of October The mortgagor is PAUL L. BROWN AND MARY L. BROWN                                | ris wife  |
| HARRIS BANK WINNETKA, N.A.  | ("Borrower"). This Security Instrument is given to which is organized and existing  |
| unifer the lare United States of America<br>520 Green Bay Road Winnetka, Illinois 600/3   | and whose address is Clender  |
| Borrower owes Lender the principal sum of<br>Four Hundred Sevency Five Thousand and 00/100  |   |
| Dollars (U.S. \$ _4.5,000.00 This debt is eva<br>("Note"), which provides for monthly payments, with the full debt, if r                  | idenced by Borrower's note dated the same date as this Security Instrument not past earlier, due and ostrable on November 1st, 2023   |
| This Security Instrument secures to Lender: (a) the repayment of the cand modifications of the Nove (b) the payment of all other sums, we | debt evidenced by the Note, with infarest, and all renewals, extensions in interest, advanced under paragraph of to protect the security of this and agreements under this Security Infagent and the Note. For this |
| COOK  | Country Illurers  |

LOT 12 IN BLOCK 5 IN KENILWOK: H, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTIONS 22 AND 27 AND PART OF SECTION: 28, ALL IN TOWNSHIP 40, RANGE 13 EAST OF THE THIRD PRINCEPAL MERIDIAN, IN COOP, COUNTY, ILLINOIS

|               |            | 041  | ) <sub>X</sub> , |                     |  |
|---------------|------------|--|------------------|---------------------|--|
| which has the | address of | 300 ABBOTSFORD BLVD.    Surer    ("Property Address"). | C/2/             | KENILWORTH<br>K'esi |  |
| Ilimus _      | [Zø Code]  | ( Properly Address ).                                  | <i>(L)</i>       |                     |  |

Together with all the improvements now or hereafter erected on the property, and all easements, appropriatences, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Institution. All of the foregoing is referred to in this Security Institution as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate bereby conveyed and has the right to mo trage, 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 governments for national use and non-uniform covernments with limited extrations 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 ben on the Property; (b) yearly leasehold payments or ground tents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; if any; (a) yearly mortgage insurance premiums, 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 relate, 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. SS 2001 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 leaser 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 insummon whose deposits are insured by a federal agency, instrumentality, or entity furchading Lender, if Lender is such an insummon 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 Finds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applyable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real entitle tast reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is mide 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

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|   | instals:  |      |                     |  |

Funds. Lender shall give to Borrow reach out charge an angul count ingo the Funds showing one jits industries to the Funds and the purpose for which each debit to the Funds was mide. The Funds are produced a additional security for all suchs 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 Excrow 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 suzas 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, so 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; Liers. 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 tents, 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 payments. It 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 c-bigation secured by the lien in a manner acceptable to Lender; (b) contexts 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.

5. Hazard or property insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, halards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance which is insurance shall be maintained in the ansounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be maintained in the ansounts 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 useful debove, 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 removals 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, Bottower shall promptly give to Lender all receipts of paid prennums and renewal notices. In the event of loss, Fortower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Bottower.

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 ection in the sessible 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 and to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has of fered 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, invigaplication of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 is instance the amount of the payments. If under paragraph 21 the Property acquired by Lender, Borrower's right to any insurance policies a id avocceds 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 restace, e within sixty days after the execution of this Security Listrument and shall commuse 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 withheid, or unless extensiting circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property plow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeither action or proceeding, which is civil or criminal, is begun that in Lender's good faith sudgment could result in forfeither 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 par griph 18, by causing the action or proceedings to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeither: It be Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Perrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statems as a 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 one presented, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee residual to meless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property.

  If Borrower fails to perform the coveryors and agreements committed 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, probably, for condemnation of forfeiture or to enforce laws or regulations), then Lender may do and it is 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 sum secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable anomeys' fees and emering out 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 secure. by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the case of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- B. Mortgage Insurance. If Lerder required mortgage insurance as a condition of making the loan secured by his Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the no legage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coveringe substantially equivalent to 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 past 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 of 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 condemnation or other taking of any part of the Property, or for conveyance in fieu of condemnation, are hereby assigned and shall be paid to Lender.

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20. Hazardous Substances 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, not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two servences 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 fitts paragraph 20, "Hazardous Substances" are those substances defined as total or hazardous substances by Environmental Law and the following substances: gasoline, keroseme, other flammable or total petroleum products, total petroleus and herbicides, volable solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Emiscontental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or emiscontents. tal protection

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's preach of any coverant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless apolicable 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 first sume 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, tender at its option may require immediate payment in full of all sum secured by this Security Instrument by judicial proceeding. Let us; shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not lithing to preasonable arromacy? fees and coost of title evidence.

| 21, including, out not in no u to, reasonable arresh  | eys rees and costs of tipe evidence.  |  |
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| 100   |   |  |
|   |   |  |
| 22. Release. Upon paymer of all sum charge to Borrower. Borrower shall py ray records   | is secured by this Security Instrument, Lender shall relation costs.  | rase this Security Instrument without                                    |
| 23. Waiver of Homestead. Borrower   | waives all rights of homestead exemption in the Propert   | ·  |
| 44 AM Ox  | C   |  |
| 24. Riders to this Security Instrument.  Instrument, the covenants and agreements of caca st agreements of this Security Instrument as if the rider | If one or more riders are executed by Borrower an<br>schooler shall be incorporated into and shall amend and<br>(r) were a part of this Security Instrument | d recorded together with this Security<br>I supplement the coverance and |
| [Check applicable hox(es)]  |   |  |
| Adjustable Rate Rider   | Condominium Rider   | 1-4 Family Rader   |
| Graduated Payment Rater   | Transd Unit Development Rider   | Brweekly Payment Rider   |
| Balloon Rader   | R te Immovement Rider   | Second Home Ride:  |
| Other(s) [specify]  |   |  |
| rider(s) executed by Borrower and recorded with it.  Signed, sealed and delivered in the presence of:   | and agrees to the terms and covenants contained in the  | as scours, increment and in any  |
|   | PAUL L. BROWN   | - Seat   |
|   | Social Security Number 4  | 19-48-8708   |
|   | Mary 30   | Brown Sen  |
|   | MARY L. BROWN   | -Bottower  |
|   | Social Security Number 3  | 50.30.9944   |
|   |   | Seal   |
|   | 6 46 - 28 50  | Botrower   |
|   | Social Security Number  |  |
|   |   | -Borrower  |
|   | Social Security Number  |  |
|   | ice Below This Line For Acknowledgment]   |  |
| TATE OF HEIMOR  | County is CO  | or.  |

1. 3hanna 2. 41.11

PAUL L. BROWN AND MARY L. BROWN

*=*7

a Notary Public in and for said county and state do hereby certify

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

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that sterred and delivered the said instrument as thek

free and voluntary act, for the uses and purposes therein set forth

Given under my hand and official seal, this

day of October, 1993

My Commission Expires: C40/18/96

Strang Co

This Instrument was prepared by:

SHANNA R. HILL

Renerr To.

HARRIS BANK WINNETKA, N.A. 520 GREEN BAY ROAD WINNETKA, ILLINGIS 60093

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security 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, do ided by (b) 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 Walver.

  Exension of the sums 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 success of an interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason I any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remody.
- 12. Successorized Assigns Dound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and hinefa 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) it co-signing this Security Instrument; (b) is not person any only to morgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not person any obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, misely, forthear or make any accommissions with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan securic by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest of other it an 'tharges 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 permits all limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making 7 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 shill 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 by poverned 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 Socie which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are deep of to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Noti 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 nection) without Lender's prior written consent, Lender may, at its option, require immediate payment in fulf 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 Institute.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall a wide 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 sams 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 leading specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a progression for the reinstatement and the Note as if no acceleration had occurred; (b) cures any default of any other coverants of agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited so, reasonable autorneys' fees; and (d) takes such action as Lender tray 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 unrelased 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.

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