

UNOFFICIAL COPY

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This instrument was prepared by:
 [Signature] **LeSalle Bank Lake View**
 3201 N. Ashland Ave.
 (Address)
RETURN TO BOX 146

MORTGAGE

THIS MORTGAGE is made this **8th** day of **April**, 19**93**, between the Mortgagor, **JAMES B. BARRY** and **SEQUITTER M. BARRY (His Wife)** (herein "Borrower"), and the Mortgagee, **LeSalle Bank Lake View**, a corporation organized and existing under the laws of **ILLINOIS**, whose address is **3201 N. Ashland Ave., Chicago, Illinois 60657** (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **Thirty Five thousand Two hundred and 00/100 Dollars**, which indebtedness is evidenced by Borrower's note dated **April 1, 1993** (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **April 1, 2003**.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of **COOK**, State of Illinois:

LOT 21 (EXCEPT THE NORTH 20 FEET THEREOF) AND ALL OF LOT 22 AND THE NORTH 10 FEET OF LOT 23 IN BLOCK 5 IN EAST WASHINGTON HEIGHTS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMENENT REAL ESTATE INDEX 25-03-108-086-0000

COOK COUNTY, ILLINOIS
 FILED FOR RECORD

93 APR 29 AM 11:00

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which has the address of **9652 S. EMERALD CHICAGO, IL 60628**
 (Street) (City)
 (herein "Property Address");
 (State and Zip Code)

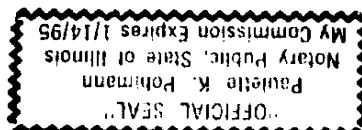
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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(Space Below This Line Reserved for Lender and Recorder)



My Commission expires:

Given under my hand and official seal, this _____ day of April, 19____.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____, the _____,

personally known to me, to be the same person(s) whose name(s) are _____.

Do hereby certify that, JAMES B. BARRY, and GENEVIEVE M. BARRY, (Husband and Wife),

a Notary Public in and for said county and state,

set forth,

signed and delivered the said instrument as, the _____, free and voluntary act, for the uses and purposes herein

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

personally known to me, to be the same person(s) whose name(s) are _____.

do hereby certify that, JAMES B. BARRY, and GENEVIEVE M. BARRY, (Husband and Wife),

a Notary Public in and for said county and state,

set forth,

signed and delivered the said instrument as, the _____, free and voluntary act, for the uses and purposes herein

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

personally known to me, to be the same person(s) whose name(s) are _____.

do hereby certify that, JAMES B. BARRY, and GENEVIEVE M. BARRY, (Husband and Wife),

a Notary Public in and for said county and state,

set forth,

In witness whereof, Borrower has executed this Mortgage.

23. Waiver of Foreclosure. Borrower hereby waives all costs of recordation, if any,

to Borrower. Borrower shall pay all costs of recording, if any,

Mortgage, except the original amount of the Note plus \$5.00.

22. Release upon payment of all sums secured by this Mortgage. Lender shall release this Mortgage without charge

provided by promissory notes, including sums advanced by the promisor, to protect the security of this

mortgagee, advances to Borrower, such future advances made hereby. At no time shall this Mortgage when

made future Advances, at Lender's option prior to release of this Mortgage, may

those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may

rents collected by Lender to the extent of advances made by the promisor, to receive a bona fide amount of the

property and collectible by Lender or the receiver shall be applied first to payment of the costs of management

part due. All rents collected by Lender or the receiver shall be applied first to collectible rents of the property including those

entitled to enter upon, take possession of and manage the Property and at any time applicable to the expiration

of any acceleration under paragraph 18 hereof or by agreement of the parties, provided that the receiver shall be

entitled to a period of redemption following judicial foreclosure, Lender, in person, by agreement of the parties, provided that the receiver shall be

entitled to a period of redemption following acceleration under paragraph 18

hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18

no acceleration had occurred.

20. Assignment of Rents. A additional security herebyunder, Borrower

no acceleration had occurred.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time applicable to the expiration

of any acceleration under paragraph 18 hereof, Lender, in person, by agreement of the parties, provided that the receiver shall be

entitled to a period of redemption following acceleration under paragraph 18

hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18

no acceleration had occurred.

in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue until paid in full,

payment cure by Borrower, this Mortgage and the obligations secured by this Mortgage shall remain in full force and effect as if

nothing had occurred.

(d) Borrower takes such action as Lender may reasonably require to assure that the title of this Mortgage is clear, and

enforcing remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney fees; and

expenses incurred by Lender in enforcing the above agreements and instruments and agreements contained in this Mortgage and in

this Mortgage, if any other conveyances or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable

expenses of any other conveyances or agreements of Borrower contained in this Mortgage; (b) Borrower cures all

defects of title to the property, provided that Borrower pays Lender all sums which would be then due under

this Mortgage, if any, had no acceleration occurred; (a) Borrower pays Lender all sums which would be then due under

prior to entry of a judgment confirming this Mortgage if:

1. Notary Public Seal

2. Signature of James B. Barry

3. Signature of Genevieve M. Barry

4. Signature of Pauline K. Holzmann

5. Notary Public Seal

6. Signature of James B. Barry

7. Signature of Genevieve M. Barry

8. Notary Public Seal

9. Signature of Pauline K. Holzmann

10. Notary Public Seal

11. Signature of James B. Barry

12. Signature of Genevieve M. Barry

13. Notary Public Seal

14. Signature of Pauline K. Holzmann

15. Notary Public Seal

16. Signature of James B. Barry

17. Signature of Genevieve M. Barry

18. Notary Public Seal

19. Signature of Pauline K. Holzmann

20. Notary Public Seal

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23. Notary Public Seal

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173. Notary Public Seal

174. Signature of Pauline K. Holzmann

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgages; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time.

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6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Units; Multi-Developments. Borrower shall keep completely in good repair and shall not commit waste or permit impairment of the Property and shall lease it on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of condominium or planned unit development, including the payment of all taxes, assessments, and charges levied against the unit or the condominium or planned unit development by any governmental authority or agency having jurisdiction over the same.

All measures and policies shall be in form acceptable to Leander and standard measure. All measures and policies and renewals thereof shall be in form acceptable to Leander and standard measure. In favor of and renewals acceptable to Leander. Leander shall have the right to hold the policies and renewals thereof until the inauguration of Carter and Leander. Borrower shall give prompt notice to the inauguration of Carter and Leander. Leander may make good of loss if not made promptly and Borower shall furnish to Leander all renewal notices and all renewals of paid premiums. In the event of loss, and Borower shall furnish to Leander all renewals of paid premiums. In the event of loss, Borrower shall give prompt notice to Leander and Leander. Leander may make good of loss if not made promptly.

such coverage exceed the amount of coverage required to pay the sums set forth by this mortgage.

4. Charges: Borrower shall pay all taxes, assessments and other charges, leases and impairments attributable to the Property under Paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, in the manner provided in such paragraph.

5. Borrower shall promptly furnish to Lender all notices of amounts due under this Paragraph, and in the event of payment thereon, Borrower shall promptly remit to Lender the amount so paid over this Mortgage, provided in such manner.

6. This Mortgage shall be valid notwithstanding any lien which may attach to the Property under Paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, in the manner provided in such paragraph.

7. Borrower shall make payment directly to Lender in such amounts as provided in Paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, in the manner provided in such paragraph.

8. Borrower shall promptly agree in writing to pay to Lender the amount of the promissory note held by him in trust for the benefit of the holder of the note, and in the event of payment thereon, Borrower shall promptly remit to Lender the amount so paid over this Mortgage, provided in such manner.

9. Borrower shall promptly furnish to Lender all notices of amounts due under this Paragraph, and in the event of payment thereon, Borrower shall promptly remit to Lender the amount so paid over this Mortgage, provided in such manner.

10. Borrower shall promptly furnish to Lender all notices of amounts due under this Paragraph, and in the event of payment thereon, Borrower shall promptly remit to Lender the amount so paid over this Mortgage, provided in such manner.

3. Application of Pay-in-wts. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under the Note, then to the principal of the Note, and then to interest and other expenses of the Note.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender, if ever, in trust for the payment of taxes, insurance premiums, or other amounts required to be paid by Lender prior to the sale of the Property as provided in the Deed of Trust.

- 1. Payment of Prepaid and Deferred.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances received by this Mortgagee.
- 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 installments of principal and interest acre payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may accrue over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premiums for hazard insurance plus one-twelfth of yearly premiums for liability insurance, if any, plus one-twelfth of yearly mortgage insurance, if any, plus one-twelfth of yearly premiums for title insurance and from time to time by Lender on behalf of lessees of any part of the Property.