GINA LARA

93331511

RECORDING REQUESTED BY: WORLD SAVINGS AND LOAN **ASSOCIATION**

WHEN RECORDED MAIL TO: WORLD SAVINGS AND LOAN CENTRAL PROCESSING CENTER DOCUMENTATION DEPARTMENT 2420 WEST 28TH AVENUE DENVER, CO 80211

DEPT-01 RECORDINGS \$41.50 149779 TRAN 8143 06/04/93 12:21:00 49574 # **4-93-331514** COOK COUNTY RECORDER

FOR RECORDER'S USE OMLY

MORTGAGE

LOAN NUMBER: THIS IS A FIRST MORTGAGE. THIS MORTGAGE STOURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN INV INTEREST RATE, FREQUENCY AND AMOUNT OF PAYMENTS AND PRINCIPAL SALANCE (INCLUDING FUTURE ADVANCES AND DEFERRED INTEREST). AT LENDER'S OPTION THE SECURED NOTE MAY BE RENEWED OR RENEGOTIATED.

DEFINITIONS OF WORDS USED IN THIS MORTGAGE

4851 BC (A) Security Instrument. This hortnage, which is dated APRIL 28, called the "Security Instrument."

> CHARLES G. STILLER, A MARRIED MAN (B) Borrower. MAPPIED TO IRENE STILLER

> > 93331514

sometimes will be called "Borrower" and sometimes simply "I" or "me,"

Lender, WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION + + + + + + + + + - LITS SUCCESSORS AND/OR ASSIGNEES, will be called "Lender." Lender is a Federal Savings and Loan Association which is organized and exists under the laws of the United States, Lender's adress is 1901 HARRISON STREET, OAKLAND, CALIFORNIA 94812.

(D) Note. The note signed by Borrower and having the same date to this Security lient will be called the "Note." The Note shows that I owe Lender U.S. \$93,800.00 plus interest. I have promised to pay this debt in monthly (ay ments and Instrument The maximum aggregate principal to pay the debt in full by MAY 01, 2023 sum secured by this Security instrument is \$117,000.00.

- Property. The property that is described below in Section III entitled "Description of the Property" will be called the "Property."
- Sums Secured. The amounts described below in Section II entitled "Borrower's Transfer of Rights in the Property' sometimes will be called the "Sums Secured."
- Person. Any person, organization, governmental authority or other party will be called "Person."

BORROWER'S TRANSFER OF RIGHTS IN THE PROPERTY

I mortgage, irrevocably grant and convey the Property to Lender subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security instrument and also those rights that the law gives to lenders who hold mortgages on real property, I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:



SDC08A 1 (10,22,92) A08A DEFERRED INTEREST

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LOAN NO.	8802118	

LOT 27 IN PARCEL 1 OF PLAT OF PARKVIEW HOMES SUBDIVISION, VILLAGE OF WESTHAEN, COOK COUNTY, ILLINOIS PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22 (EXCEPT THE NORTH 470 FEET OF THE SOUTH 755.80 FEET OF THE EAST 926.81 FEET); EXCEPT ALSO THE NORTH 100 FEET THEREOF); (EXCEPT ALSO THE SOUTH 285.80 FEET THEREOF) IN TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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- (ii) pay, with Interest, any amounts that Lender spends under Paragraphs 2 and 7 below to protect the value of the Property and Lender's rights in the Property, and
- (iii) keep all of my other promises and agreements under this Security Instrument, the Secured Notes and any changes to the Secured Notes made with the written consent of Lender
- 111. DESCRIPTION OF THE PROPERTY I give Lender rights in the Property described below:
- The property which is located at 18540 SHARON COURT ORLAND Instrument, This Property is called the "Described Property."

REAL ESTATE INDEX NUMBER:

VOL:

27-22-403-038

147

- 과는 buildings and other improvements that are located on the Deacribed Property:
- All rights in other property that I have as owner of the Described Property, These rights are known an easements, rights and appurtamences attached to the Property;
 - All rants or royalties and other income from the Described Property;
- All mineral, oil said gas rights and profits, water rights and stock that are pert (v) of the Described Property:
- All rights that I have in the land which lies in the streets or roads in front of, (vi) behind or next to the Described Pruparty;
- (vii) All fixtures that are now or in the future will be on the Described Property or on the property described in subsection all of this Section;
- (viii) All of the rights and properly described in subsections (ii) through (vii) of this Section that I acquire in the future;
- (l×l) All replacements of or additions to the property described in subsections (ii) through (viii) of this Section; and
 - All of the amounts that I pay to Lendur under Paragraph 2 below.
- BORROWER'S RIGHT TO GRANT A SECURITY INTEREST IN THE PROPERTY AND

BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY I promise that: (i) I lawfully own the Property, (ii) I have the right to mortgage, grant and convey the Property to Lender; and (III) there are no outstimoling claims, charges, liens or encumbrances against the Property, except for those which are of public record.

I give a general warranty of title to Lander. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have I promise that I will decend my ownership of the Property against any claims of such rights.

COVENANTS

I promise and I agree with Lender as follows:

BORROWER'S PROMISE TO PAY

I will pay to Lender, on time, all principal and interest due under the Secured Notes and any prepayment and late charges due under the Secured Notes.

PAYMENTS FOR TAXES AND INSURANCE 2.

(A) Borrower's Obligations

I will pay all amounts necessary to pay taxes and hezerd insurance premiums on the Property as well as assessments, leasahold payments, ground rents or mortgage insurance premiums (if any).

Escrow Accounts (B)

(i) Borrower's Obligations

If Lender gives me written notice to do so, I will pay the amounts in Paragraph 2(A) above to Lender, unless the applicable law requires otherwise. I will make these payments on the same day that my monthly payments of principal and interest are due under the Secured Notes.

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Each o my layrints to Inder the this Parties me 2 vill be the sum of the

following:

- (a) One-twelfth of the extimeted yearly taxes and assessments on the Property which under the applicable law may be superior to this Security Instrument; plus
- (b) One-twelfth of the estimated yearly lessehold payments or ground rents on the Property, if any; plus
- (c) One-twelfth of the estimated yearly premium for hazard insurance covering the Property; plus
- (d) One-twelfth of the estimated yearly premium for mortgage insurance, if any.

! will give Lender all notices or bills that I receive for the amounts due under this Paragraph 2.

(II) Lender's Obligations

If I make my payments to Lender, Lender will estimate from time to time my yearly taxes, hazard insurance premiums, assessments, teasehold payments, ground rents and mortgage insurance premiums, which items will be called the "Escrow Items" Lender will use existing assessments and bills end reasonable estimates of future essessments and bills to estimate the Forow Items. The amounts that I pay to Lender for Escrow Items under this Paragraph 2 will be called the "Funds."

Lewter may hold the Funds. Except as described in this Paragraph 2, Lander will use the Funds to pay the Escrow items. Lender will give to me, without charge, an annual statement of Funds (ctivity.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay Escrow Items, for analyzing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (a) Lender and I agree in writing, at he time I sign this Security Instrument, that Lender will pay interest on the Funds; or (b) the law requires Lender to pay interest on the Funds.

(iii) Adjustments to the Fundatif Lender's estimates of the Escrow Items are too high, the amounts that I pay under this Paragraph 2 will be too large.

It an excess of Funds remain: after all Escrow Items have been paid and if I am keeping all of my promises and agreements made in this Security instrument, then I will have the right to have the excess amount refundar, directly to me, if it exceeds \$25.00, or credited to my future monthly payments of Funds. Any refund or credit to which I am entitled will be made once a year.

If, at the time payments of Escrow Items are due, Lender has not received enough Funds to make those payments, I will pay to Lender whatever additional amount is necessary to pay the Escrow Items in full I must pay that additional amount in one or more payments as Lender may require.

When I have paid all of the amounts due under the Scicured Notes and under this Security Instrument, Lender will promptly refund to me any Funds that are then being held by Lender If, under Paragraph 27 below, Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding at that time to reduce the Sums Secured.

2. APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Secured Notes and under Paragraphs 1 and 2 above in the following order and for the following purposes

First, to pay prepayment charges due under the Secured Notes; Second, to pay any advances due to Lender under this Security Instrument; Third, to pay the emounts due to Lender under Paragraph 2 above, Fourth, to pay interest due under the Secured Notes; Fifth, to pay deferred interest under the Secured Notes; Sixth, to pay principal due under the Secured Notes, Leet, to pay lete charges due under the Secured Notes.

4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

1 will pay all taxes, assessments and any other charges and fines that may be imposed
on the Property and that may be superior to this Security Instrument.

I will also make payments due under my lesse if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will pay these amounts either by making the payments to Lender that are described in Paragraph 2 above or by making the payments on time to the Person owed them.

Any claim, demand of carge that is made a jaine properly instrument against the Property that may be superior to this Security instrument However, this Security instrument does not require me to satisfy a superior lien if. (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves in writing the way in which I agree to pay that obligation; or (B) in good feith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up, or (C) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lian held by that Person, if Lender determines that any part of the Property is subject to a superior lien, Lender may give to me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

6. BORROWER'S OBLIGATION TO MAINTAIN INSURANCE

At my sole cost and expense, I will obtain and meintain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other hazards for which Lander requires coverage. The insurance must be in the amounts and for the periods of time required by Lender if my choose the insurance company but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and renewals of the policies must include what is known as a Standard Mortgagee Cities to protect Lender. The form of all policies and renewals must be acceptable to Lender will have the right to hold the policies and renewals. If Lender requires, I will promotity give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain earthquale insurance, any other hezard insurance, credit life and/or disability insurance, or any other insurance on or relating to the Property or the Secured Notes and which are not specifically equired by Lender, I will name Lender as loss payes of any proceeds.

If there is a loss or damage to the Property, I will promptly notify the proper insurance company and Lender, if I du not promptly prove to the insurance company that the loss or damage occurred, their Lender, may do so.

The amount paid by the Insurance company is called "Proceeds." Any Proceeds received will be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining the Proceeds, and then, at Lender's option and in the order and proportion as Lender may determine in its sole and absolute discrution, regardless of any impairment or lack of impairment of security, as follows: (A) to the extent allowed by applicable law, to the Sums Secured in a manner that Lender determines and/or (1) to the payment of costs and expenses of necessary repairs or to the restoration of the Property to a condition satisfactory to Lender, such application to be made in the manner and re the times as determined by Lender.

If I abandon the Property or If I do not enswer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may collect the Proceeds Lender may use the Proceeds to repair or restore the Property or to pay the Sums Secured. The 30-day period will begin when the notice is given.

If any Proceeds are used to reduce the amount of princips' which I owe to Lender under the Secured Notes, that use will not delay the due date or cliange the amount of any of my monthly payments under the Secured Notes and under Paragianhs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

if Lender acquires the Property under Paragraph 27 below, all or on rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the Sums Secured Immediately before the Property is acquired by Lender or sold.

If I am required by Lender to pay pramiums for mortgage insurance, I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law.

6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL ANY LEASE OBLIGATIONS

I will keep the Property in good repair, I will not destroy or substantially change the Property and I will not allow the Property to deteriorate. I will keep and maintain the Property in compliance with any state or federal hazardous materials and hazardous waste laws. I will not use, generate, manufacture or store any hazardous materials or hazardous waste on, under or about the Property. I will indemnify, defend and hold harmless Lander and its employees, officers and directors and their successors from any claims, damages or costs for required or necessary repair or the removal of hazardous waste or any other hazardous materials claim. If I do not own but am a tenent on the property, I will fulfill my obligations under my lease, I also agree that, If I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

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7. LENDER'S R GIT TO PROTECT IS RIGHTS IN THE PROPERTY IN THE rights in the Property (such as a legal proceeding in bankruptcy, in probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the Lender's rights in the Property. Lender's actions may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs, Lender must give me notice before Lender may take any of these actions. Although Lender may take action under this Paragraph 7, Lender does not have to do so. Any action taken by Lender under this Paragraph 7, will not release me from my obligations under this Security instrument.

I will pay to Lender any amounts which Lender advences under this Paragraph 7 with interest, at the interest rate in effect under the Secured Notes which have not been paid. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. interest on each amount will begin to accrue on the date that the amount is advanced by Lender, However, Lender and I may agree in writing to terms that are different from those in this Paragraph 7. This Security Instrument will protect Landar in case I do not keep this promise to pay those emounts with interest

LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter upon and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

AGREEMENTS ABOUT GOVERNMENTAL TAKING OF THE PROPERTY

I assign to Lendar all my rights: (A) to proceeds of all awards or claims for damages resulting from condemn alon, eminent domain or other governmental taking of all or any part of the Property; and (B) or proceeds from a sale of all or any part of the Property that is made to avoid condemnation, eminent domain or other government taking of the property. All of those proceeds will be paid to Lender.

If all of the Property is talen, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, the amount that I owe to Lender will be reduced only by the amount of 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. The remainder of the proceeds will be paid to me.

If I abandon the Property or If I do not an wor, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds Lender may then use the proceeds to repair or restore the Property or to reduce the Sure Secured. The 30-day period will begin when the notice is given

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Secured Notes, that use will not delay the due date of change the amount of any of my monthly payments under the Secured Notes and under Far graphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS 10.

Borrower's Obligations

Lender may allow a Person who takes over my rights and obligations subject to this Security instrument to delay or to change the amount of the monthly payments of principal and interest due under the Secured Notes or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Secured Notes and under this Security instrument.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawfult against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

Lender's Rights

Even if Lender does not exercise or enforce any of its rights under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 27 below to demand that I make immediate payment in full of the amounts that I owe to Lender under the Secured Notes and under this Security Instrument.

11. OBLIGATIONS OF BORROWER (ND PERSONS) PERSONS OVER BORROWER'S

Any Person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument Lender may enforce Lender's rights under this Security Instrument against each of us Individually or against all of us together. This means that any one of us may be required to pay all of the Sume Secured.

12. **...XIMUM LOAN CHARGES

If the loan secured by this Security instrument is subject to a law which sets maximum foun 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 permitted limits, then: (A) any such ioan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits 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 oxid under the Secured Notes or by making a direct payment to Borrower. If a refund reducer principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Notes.

13. LEGISLATION AFFECTING LENDER'S RIGHTS

If a change in implicable law would make any provision of the Secured Notes or this Security Instrument unanforceable, Lender may require that I make immediate payment in full of all Sums Secured by the Security Instrument.

14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

15. GOVERNING LAW; SEVERABILITY

This Security instrument and the Secured Mates shall be governed by and construed under federal law and federal rules and regulations including those for federal savings and loan associations, called "Federal Law." In the event that any of the terms or provisions of this Security Instrument or the Secured Notes are interpreted or construed by a court of competent jurisdiction to be void, invalid or unenforces be such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Security Instrument or the Secured Notes.

16. BORROWER'S COPY

I acknowledge the receipt of one conformed copy of the Secure Notes and of this Security Instrument.

17. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY

if Lender requires immediate payment in full or if I abandon the Property, the Lender, Persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenents; (B), enter upon and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change rental agreements and lesses, if Lender notifies the tenents that Lender has the right to collect rental payments directly from them under this Paragraph 17, I agree that the tanents may make those rental payments to Lender without having to ask (I) Lender whether I have failed to keep my promises and agreements under this Security Instrument, or (II) me for my permission to do so.

If Lender acts to have the Property sold after a Breach of Duty as defined in Paragraph 28, I understand and agree that: (A) my right to occupy the Property ceases at the time the Property is sold; (B) I shall have no right to occupy the Property after such sale without the written consent of the new owner of the Property; and (C) my wrongful and unlawful possession of the Property may subject me to monetary damages, including the loss of reasonable rant and the cost of eviction. All rental payments collected by Lender or by a receiver, other than the rent peld by me under this Paragraph 17, while be used first to pay

the costs of collecting remains after those costs have been paid in full, more remaining part will be used to reduce the Sums Secured The costs of meneging the Property may include the receiver's fees, reasonable attorneys' fees and the costs of any necessary bonds.

INJURY TO PROPERTY; ASSIGNMENT OF RIGHTS

An assignment is a transfer of rights to another, I may have rights to bring legal action against persons, other than Lender, for injury or damage to the Property or in connection with the loan made to me by Lender and which arose or will arise before or after the date of this Security Instrument. These rights to bring legal action may include an action for breach of contract, fraud, concealment of a material fact or for intentional or negligent acts. I assign these rights, and any proceeds arising from these rights, as permitted by applicable law, to Lender Lender imay, at its option, enforce these rights in its own name and may apply any proceeds resulting from this assignment to any amount that I may owe to Lender under the Note and this Security instrument after deducting any expenses, including attorneys' fees, incurred in enforcing these rights. At the request of Lender, I will sign any further assignments or other documents that may be necessary to enforce this assignment.

CLERICAL ERRORS

In the event Lender at any time discovers that this Security Instrument, the Secured Notes or any other document related to this loan, called collectively the "Loan Documents," contains an arror which was caused by a cierical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from Lender, to reexecute any Loan Documents that are necessary to correct any such error(s) and I also agree that I will not hold Lender responsible for any damage to me which may result from any such error.

LOST, STULET: OR MUTILATED DOCUMENTS
If any of the cosn Documents are lost, stolen, mutilated or destroyed and Lender delivers to me an indemnification in my favor, signed by Lander, then I will sign and deliver to Lender a Loan Document Identical in form and content which will have the affect of the original for all purposes.

WAIVER OF STATUTE OF LIMITATIONS

I will waive, within applicrule law, the pleading of the statute of limitations as a defense to enforce this Security Instrument, including any obligations referred to in this Security Instrument or Secured Notes

The captions and headings at the beginning of each paragraph of this Security Instrument are for reference only and will not be used in the interpretation of any provision of this Security instrument.

This Security instrument may be modified or mended only by an agreement in writing signed by Borrower and Lender.

- CONDOMINIUM, COOPERATIVE AND PLANNED UNIT DEVELOPMENT OBLIGATIONS If the Property is a unit in a condominium, cooperative or planned unit development, each of which shall be called the "Project," and I have an interest in the common elements of the Project, then Lender and I agree that:
- (A) If an owners association or other entity, called "Owners Association," holds title to Property for the benefit or use of the Project and its meinburs or shareholders, the Property also includes my interest in the Owners Association and the uses, proceeds and benefits of my interest.
- The following are called the "Constituent Documents:" (i) The declaration or any other document which created the Project; (III) By-laws of the Owners Astronia (IIII) Code of regulations for the Project; (iv) Articles of incorporation, trust instrument or equivalent document which creates the Owners Association; (v) The Project's coverants, conditions and restrictions: (vi) Other equivalent documents.

I shall perform all of my obligations under the Constituent Documents, including my obligation to pay, when due, all dues and assessments. If I do not pay the dues and assessments when due, Lender may, at its option, pay them. I will pay to Lender any amounts which Lender advances under this Paragraph 24 according to the terms described in Paragraph

If the Owners Association maintains, with an insurance company reasonably acceptable to Lender, a master or blanket policy on the Project which is satisfactory to Lender and which provides insurance coverage on the terms, in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term Co "extended coverage," and Lender is provided with evidence of such master or blanket policy, then: (i) Lender waives the provision in Paragraph 2(B) above for the monthly payment to Lender of one-twelfth of the estimated yearly premium installments for hazard insurance on the Property; and (ii) hexard insurance coverage on the Property as required by Paragraph 5 above is deemed to be satisfied to the extent that the required coverage is provided by the

> MORTGAGE-ADJUSTABLE Page 7 of 10

Owners Association poly (a) give lends point totic of by spec in the required hezard insurance colored in ball provide tropy of such infester or blanket policy to Lender annually.

in the event of a distribution of hazard insurance proceeds in fleu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to me are hereby assigned and shall be paid to Lender for application to the Sums Secured by this Security Instrument, with any excess paid to me.

I shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable to Lender in form, amount

and extent of coverage.

(D) I shall not, except after notice to Lender and with Exider's prior written consent, either partition or subdivide the Property or caneent to; (i) the abandonment or termination of the Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of condemnation, eminent domain or other governmental taking, (ii) any amendment to any provision of Constituent Documents unless the provision is for the express benefit of Lender or of landers generally; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the master or blanket hazard insurance policy and/or the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

25. FUTURE ADVANCES

At Borrower's request, Lender, at its option (but before release of this Security Instrument or the full reconveyance of the Property described in the Security Instrument) may tend future advances, with interest, to Borrower. Such future advances, with interest, will then be additional Suns Secured under this Security Instrument.

26. AGREEMENTS APOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Acceleration of Jayment of Sums Secured. Lender may, at its option, require immediate payment in full of all Sums Secured by this Security instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by federal Law in exfect on the date of the Security instrument.

If Lender exercises the option to equire immediate payment in full, Lender will give the notice of acceleration if I fell to pay all Sums Secured by this Security instrument immediately, Lender may then or thereafter insides any remedies permitted by this Security instrument without further notice to or demand on me.

EXCEPTION TO ACCELERATION OF PAYMENT OF SUMS SECURED. IF THE SALE OR TRANSFER OF ALL OR ANY PART OF THE PROPERTY, OR OF A BENEFICIAL INTEREST IN BORROWER, IF BORROWER IS NOT A NATURAL PERSON, IS THE FIRST ONE TO OCCUR AFTER THE DATE OF THIS SECURITY INSTRUMENT, THE LENDER WILL NOT EXERCISE THE OPTION TO ACCELERATE PAYMENT IN FULL OF ALL SUMS SECURED AND THE LOAN MAY BE ASSUMED IF:

- (I) LENDER RECEIVES A COMPLETED WRITTEN APPLICATION FROM TRANSFEREE TO EVALUATE THE CREDITWORTHINESS OF TRANSFEREE AS IF A NEW LOAN WERE BEING MADE TO THE TRANSFEREE BY LENDER;
- (11) LENDER APPROVES THE CREDITWORTHINESS OF THE TRANSFEREE IN WRITING;
- (111) AN ASSUMPTION FEE, IN AN AMOUNT TO BE DETERMINED BY LENDER (BUT NOT TO EXCEED 1% OF THE BALANCE OF PRINCIPAL AND INTEREST DUE UNDER THE SECURED NOTES AT THE TIME OF SALE OR TRANSFER OF THE PROPERTY OR OF THE INTEREST IN THE BORROWER) IS BALD TO LENDED. AND
- PAID TO LENDER; AND

 (IV) THE TRANSFEREE EXECUTES AN ASSUMPTION AGREEMENT WHICH IS SATISFACTORY TO LENDER.

THE LOAN MAY BE ASSUMED UNDER ITS THEN EXISTING TERMS AND CONDITIONS WITH ONE EXCEPTION; THE LIFETIME RATE CAP MAY BE CHANGED. THE LIFETIME RATE CAP SHALL BE CHANGED TO AN INTEREST RATE WHICH IS THE SUM OF THE INTEREST RATE IN EFFECT ON THE DATE OF A SALE OR TRANSFER OF THE PROPERTY OR OF THE BENEFICIAL INTEREST IN BORROWER PLUS 5 PERCENTAGE POINTS, IF THAT SUM EXCEEDS THE LIFETIME RATE CAP STATED IN THE SECURED NOTES.

27. RIGHTS OF THE LENDER IF THERE IS A BREACH OF DUTY

It will be called a "Breach of Duty" If (I) I do not pay the full amount of each monthly payment on the date it is due; or (II) I fall to perform any of my promises or agreements under the Note or this Security Instrument; or (III) any statement made in my application for

mede any other statement to indez in connicion with this lost that is meterially false or misleading if there is a Branch of Duty by my Lenier new demand an immediate payment of all sums secured.

If there is a Breach of Duty by me, the Lender may take action to have the Property sold under any applicable Federal Law, rule or regulation and, where Federal Law is not applicable, under the law of the state where the Property is located, which will be called the "Applicable Law"

Lender does not have to give me notice of a Breech of Dity unless notice is required by Applicable Law, if Lender does not make a demend for full payment upon a Breach of Duty, Lender may make a demend for full payment upon any other Breach of Duty.

If there is a Breach of Duty, Lender may also take action to have a receiver appointed under the Applicable Law to collect rents from any tenents on the Property and to manage the Property. The action to appoint a receiver may be taken without prior notice to me and regardless of the value of the Property.

The sale of the Property may be postponed by or at the direction of Lender except as limited or prohibited by the Applicable Law, if the Property is sold under the Applicable Law, if agree that it may be sold in one parcel, I also agree that Lender may add to the amount that howe to Lender all legal fees, costs, allowances, and disbursements incurred as a result of the action to sell the Property, except to the extent that the Applicable Law limits or prohibits and such charges.

Lender will (Apply the proceeds from the sale of the Property in the following order: (A) to all fees, expenses and costs incurred in connection with the sale, including trustees' and attorneys' fees, if any; (d) to all Sums Secured by this Security Instrument; and (C) any excess to the Person or Persons legally entitled to it.

28. LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT

When Lender has been prio all of the amounts secured by this Security instrument, Lender shall release or cancel this Security instrument without charge to me except that I will pay any recordation costs.

29. STATEMENT OF OBLIGATION

To the extent allowed by law, I will give Landar a fee for furnishing any statement of obligation with respect to this Security Instrument or the Secured Notes.

30. WAIYER OF HOMESTEAD

My right to any applicable homestead exemption in the Property is waived.

31. QUICK QUALIFYING LOAN PROGRAM

i have qualified for this loan by making statements of fact which were relied upon by tender to approve the loan rapidly. This loan is called a "Qu'on Qualifying Loan." I have stated and I confirm that (A) I do not have any other Quick Qualifying Loans with Lender; (B) I have agreed to not further encumber the Property and do not intend to further encumber the Property for at least six months after the date of the Sacurari Notes and this Sacurity Instrument, and (C) If I am purchasing the Property, all of this terms of the purchase agreement submitted to Lender are true and the entire down payment is cash from my own funds.

If any of the statements of fact that I have made are materially files or misleading, I will be in default under the Secured Notes and this Security Instrument. If I am in auch default, Lender may, at its option, increase the interest rate and mergin subject to the Lifetime Rate Cap stated in the Secured Notes.

32. OWNER OCCUPANCY

Lender has relied upon statements of fact which I have made to qualify for this loan. I have stated and confirm that: (A) the Property is my personal and primary residence; (B) I will occupy the Property not later than 30 days after this Security Instrument is recorded; and (C) I will use the Property as my residence for at least 12 months from the date this Security Instrument is recorded.

if any of the statements of fact that I have mede are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument. If I am in such default, Lender may, at its option, increase the interest rate and margin, subject to the Lifetime Rate Cap stated in the Secured Notes.

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

	BORROWER(S):	;	
	Charles G.	STILLER STILLER	(Seal)
	Orne IRENE STILLE	Stiller	(Seal)
C C	Irene Stiller is purpose of waiv	signing this mortga ing her Homestead Ri	(Seal) ige solely for ghts
O)r	0-		(Sosi)
	0/1		(Seal)
	OUD		(Seal)
Hetry Fublic i	n and for said Com	inty, in the State at	l, a
ar	xi Irene Stiller;	is wile	•
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	economicogen ti	ee and voluntary act	Colligator
	Holory Fublic i do noby certi ar	Irene Stiller is purpose of waive purpose of waive country of the country that Charles and Irene Stiller,	IRENE STILLER Irene Stiller is signing this mortgate purpose of waiving her Homestead River Fub.: c in and for said County in the State as

NOTARY ACKNOWLEDGEMENT ATTACH INDIVIDUAL

> "OFFICIAL SEAL" OFFICIAL SEAL
>
> Diane Greene
>
> Netary Public, State of Itinos
>
> My Commission Expires 1/30007