

# UNOFFICIAL COPY

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VM MORTGAGE FORMS 10131293-A100 100012717391  
Amended 5/91  
Form 3014 9/90  
GRILLI 10/12  
ILLINOIS-SINGLE FAMILY/FHLMC UNIFORM INSTRUMENT

[Type/Circle] [Type/Circle]  
[Initials] (Property Address)  
[Initials] (City)

Illinois 60612  
which has the address of

TAX I.D. #: 17-07-124-013

151/3

2005 RACE STREET, CHICAGO

(Property Address)

ILLINOIS

TAX I.D. #: 17-07-124-013

PIN #17-07-124-013

#402  
Chicago  
415 N. LaSalle  
Suite 100

A# 103511

SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE CANAL TRUSTEE'S SUBDIVISION  
IN WINSTOW'S SUBDIVISION OF PART OF BLOCK 21 IN THE SECURE COUNTY, ILLINOIS.

This Security Instrument secures to Lender, if not paid earlier, due and payable on May 14, 2008  
monthly payments, with the full debt, if not paid earlier, due and payable on May 14, 2008  
this debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for  
extremities and modifications of this Note, (a) the repayment of all other sums, with interest, advanced under Paragraph 7 to  
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants under this  
Security Instrument and the Note. For this purpose, Borrower does hereby nominate, name and convey to Lender the following  
described property located in County, Illinois:

COOK

This Security Instrument secures to Lender, if not paid earlier, due and payable on May 14, 2008  
monthly payments, with the full debt, if not paid earlier, due and payable on May 14, 2008  
this debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for  
extremities and modifications of this Note, (a) the repayment of all other sums, with interest, advanced under Paragraph 7 to  
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants under this  
Security Instrument and the Note. For this purpose, Borrower does hereby nominate, name and convey to Lender the following  
described property located in County, Illinois:

Dollars (U.S.) \$ 60,900.00 )

SIXTY thousand and one hundred and NO/100 )

("Lender"). Borrower owes Lender the principal sum of )

address is 2001 HOLLOWEST ROAD, SUITE 208, OAK BROOK, ILLINOIS 60521 )

which is organized and existing under the laws of )

("Borrower"). This Security Instrument is given to FLEET FINANCE, INC., )

and whose )

93358580 )

PHILIP H. ALONZO MARSH TO NECIA ALONZO )

THIS MORTGAGE ("Security Instrument") is given on May 10, 1993 )

. The mortgagor is )

Space Above This Line For Recording Data )

## MORTGAGE



93358580

93358580

ATLANTA, GEORGIA 30341  
30 PERIMETER PARK DRIVE  
FLEET FINANCE, INC.  
RECORD AND RETURN TO:

6 0 0 0 0 0 0 0 0

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*Property of Cook County Clerk's Office*

**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
[Check applicable boxes]

Adjustable Rate Rider

Graduated Payment Rider

Balloon Rider

V.A. Rider

Condominium Rider

Planned Unit Development Rider

Rate Improvement Rider

Other(s) [specify] \_\_\_\_\_

1-4 Family Rider

Biweekly Payment Rider

Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

*Nereida Alonzo*  
*Nereida Alonzo*

*Philip H. Alonzo*

PHILIP H. ALONZO

(Seal)

Borrower

*Nereida Alonzo*

NEREIDA ALONZO

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS,

I, THE UNDERSIGNED  
that

PHILIP H. ALONZO MARRIED TO NEREIDA ALONZO

COOK County, IL

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

that the persons above named, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th

day of May

1993.

My Commission Expires: *7/14/96*

*Richard A. Cherivtch*

Notary Public

"OFFICIAL SEAL"

RICHARD A. CHERIVTCH

NOTARY PUBLIC STATE OF ILLINOIS

My Commission Expires July 14, 1996

This instrument was prepared by  
EQUITY TITLE CO. OF ILLINOIS, INC.  
2 E. RAND ST., #208  
CHICAGO, IL 60648

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23. Waiver of Foreclosure. Borrower waives all right of foreclosure except as in the Property.

without notice to Borrower. Borrower shall pay any acceleration costs.

22. Release. Upon payment in full of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21. Indulgence, but not limited to, reasonable attorney fees and costs of little evidence.

provided by this Security Instrument further demand and may foreclose this Security Interest payment by judgment or before the date specified in the notice. Lender, at his option, may require immediate payment in full of all sums or before the date of a default or any other defense of Borrower to accelerate and foreclose. If the default is not cured before the date specified in the notice to render the right to assert in the foreclosure proceeding the rights reserved by this Security Instrument, foreclose by judgment proceeding and sale of the Property. The notice shall further require to cure the default or before the date specified in the notice may result in acceleration of the sums caused by this Security Instrument, foreclose by judgment proceeding and sale of the Property. (d) that failure to cure the default or before the date specified in the notice which the default must be cured; and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (f) the date specified in the notice required to cure the default law provides. The notice shall specify (a) the acceleration under paragraph 17 unless of any agreement or arrangement in this Security Instrument that will prior to acceleration constitute Borrower's breach.

21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration constituting Borrower's breach.

NON UNIFORM COVENANTS.

Borrower and Lender further covenant and agree as follows:

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by paragraph 20, "Environmental Law" and the following substances:

As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that regulate or control handling of any Hazardous Substances affecting the property as necessary, Borrower shall promptly take any removal or other remediation of any Hazardous Substances subsisting at the time of acquisition, Borrower's liability, that of which Borrower has actual knowledge, is Borrower's, or is incurred by any government of regulation authority, but no requirement of regulatory agency of private party involving the property and any Hazardous Substance of Environmental Law.

Borrower shall promptly give Lender written notice of any new application, claim, demand, lawsuit or other action by any other individual or organization to mitigate use of the Property.

20. Hazardous Substances. Borrower shall not cause or permit the propagation of any Hazardous Substances that are generally recognized to be inappropriate to normal storage on the property of any Environmental Law. The propagation of any Hazardous Substances that are generally recognized to be inappropriate to normal operation of the property is in violation of the Environmental Law. The propagation of any Hazardous Substances that are generally recognized to be inappropriate to the presence, use, or operation of the property, Borrower shall not do, nor allow anyone else to do, anything affecting the Hazardous Substances on or in the Property. Borrower shall not cause or permit the propagation, use, disposal, storage or release of any Hazardous Substances required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the propagation of any Hazardous Substances required by applicable law. The propagation of any Hazardous Substances that are generally recognized to be inappropriate to normal storage on the new loan service and the address to which payments should be made. The notice will also contain any other changes of the loan service of the change in account due to above and applicable law. The notice will state the name and address of the new loan service and the address to which payments should be made. The notice will also contain any other changes of the loan service referred to in a copy of the Note. If there is a change of the loan service, Borrower will be given written notice of the loan service referred to in a copy of the Note. If there is a change of the loan service, Borrower will be given written notice of the loan service due under the Note and this Security Instrument. There also may be one or more changes of the loan service of the Note and this Security Instrument. The note also may be one of the "Loan Servicer," that collects monthly payments due under the Note and this Security Instrument. This 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" of the Note together with this Security Instrument required by applicable law.

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" of the Note together with this Security Instrument required by applicable law.

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to waive application of this Security Instrument before sale of the property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment entitling this Security Instrument. These conditions are that Borrower: (a) pays all expenses incurred in enforcing this Security Instrument, (c) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (d) pays all sums which then would be due under this Security Instrument and the Note as it is no acceleration has occurred; (e) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (f) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (g) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (h) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (i) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (j) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (k) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (l) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (m) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (n) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (o) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (p) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (q) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (r) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (s) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (t) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (u) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (v) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (w) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (x) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (y) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred; (z) pays all expenses incurred in accelerating the Note as it is no acceleration has occurred.

17. Transfer of the Property or a Beneficial Interest in Borrower. If any part of the property or any interest in this Security Instrument without further notice or demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the note is delivered or mailed within which Borrower must pay 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 transfer of this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies available to him.

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 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 covenants for national use and non-uniform covenants with limited variations 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 lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; 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 related 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. Section 2601 *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 lesser 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 institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender if Lender is such an institution) 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 Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made 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 Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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 Escrow 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 sums 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, to 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; Liens.** 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 rents, 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 paid under this paragraph. If 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 obligation secured by the lien in a manner acceptable to Lender; (b) contests 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.

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16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Security without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared given effect without the conflicting provision. Such conflict shall not affect other provisions of this Security Instrument or the Note which can be construed in which the Property is located. In the event that any provision of this Security Instrument or the Note which can be construed as in conflict with the conflicting provision, such conflict shall not affect other provisions of this Security Instrument and the Note.

18. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the State where the Lender's address stated herein or any other address later designated by notice to Borrower. Any notice provided for in this Note or any other address by Borrower designates by notice to Lender. Any notice shall be given by first class mail to the Lender at his first class mail unless applicable law requires instantaneity or by mailing it or by delivering it or by handing it to the Borrower. Any notice provided for in this Security Instrument shall be given by delivery under the Note.

19. Notices. Any notice to Borrower provided for in this Security Instrument shall be delivered to the Borrower at his place of business under the Note.

Borrower, if a resident reduces principal, the reduction will be treated as a partial prepayment without any payment to Lender. If Lender may choose to make this reduction by reducing the principal owed under the Note or by making a direct loan exceed the permitted limit, 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 exceed by the amount necessary to reduce the charge to the permitted limit, shall be applied to the original principal balance of the Note.

20. Loan Charges. If the loan secured by this Security Instrument is subject to a fee which does not exceed the maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the

loan exceeds the permitted limit, then: (a) any such loan charge shall be applied to the original principal balance of the Note.

Borrower's interest in the Property under the terms of this Security Instrument only to mortgagee, grant and convey that instrument but does not execute the Note; (b) is co-signing this Security Instrument only to mortgagee, grant and convey that instrument; (c) is co-signing this Security Instrument only to Lender; and (d) is not personally obligated to pay the sums secured by this Security Instrument and any other Borrower's obligations under the Note.

21. Successors and Assigns; Joint and Several Liability; Creditor; Lender; and Borrower. The documents and agreements of this

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

22. Successors in Interest. Any right or remedy by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy by the successors in interest of the Note without the Borrower's consent.

23. Successors in Interest. Any right or remedy by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy by the successors in interest of the Note without the Borrower's consent.

If the Property is a demand note by Borrower, or if, after notice to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the condominium offers to make an award or settle a claim for damages, either to restore or repair of the Property or to the sums secured by this Security Instrument, Lender is authorized to collect and apply the proceeds, at his option, either to restore or repair of the Property or to the sums secured by this Security Instrument whether or not the sums are then due.

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 the sums are then due.

Whether or not the sums secured by this Security Instrument before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the 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 shall be paid to Borrower the amount of a partial taking of the Property in which the fair market value of the sums secured immediately before the taking, divided by (a) the fair market value of the Property immediately before the taking, and (b) the amount of the sums secured by the proceeds multiplied by the following fraction: (a) the total Security Instrument shall be reduced by the amount of the proceeds otherwise applied in writing, the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, after notice to Borrower that the condominium offers to make an award or settle a claim for damages, or if, after notice to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the condominium offers to make an award or settle a claim for damages, either to restore or repair of the Property or to the sums secured by this Security Instrument whether or not the sums are then due.

10. Condemnation. The proceeds of any award of claim for damages in lieu of condemnation, are hereby assigned and shall be paid to Lender.

11. Borrower's notice in the time of or prior to an application specifically regarding damages due to the impasse.

12. Inspection. Lender or his agent may make reasonable entries upon and inspect any of the property. Lender shall give notice to Borrower of his intention to make reasonable inspection before the taking, to provide a loss less notice, and the inspection to him by the period in which the property is required to be delivered to Lender, provided by the Note or by the instrument of conveyance (in the amount and for the period payments may no longer be required, at the option of Lender, if no single insurance coverage (in the amount and for the period

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

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

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

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