| Dan No. 4502200135 Prepared By: DAN PATTON | · | Was con and and a second | Monte | |
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| THIS MORTGAGE ("Secur | ity Instrument") is given on August 9th | | onaciano Ortiz | |
| The mongagor is LOKENZO O A Bache CITIBANK, F.S.B. | lor married to | Carmen Ortiz(Borro | wer"). This Security Instrument i | is giver |
| under the laws of THE UNITED | STATES OF AMERICA DRIVE ST. LOUIS, MISSOURI 6314 | | , and whose | uddros |
| Borrower ower Lender the princip | al sum of | | | ("1,01)4 |
| Slaty Six Thousand Four Hundred | | ced by Borrower's note dated the | same date as this Security Institut | nont |
| ("Note") which provides or mon | his navments, with the full debt. If not s | said earlier, due and navable on | September 1st, 2009 | |
| and modifications of the Notes (b | Lender: (a) the repayment of the debt) the payment of all other sums, with i | nterest, advanced under paragrap | on 7 to protect the accurity of th | 115 |
| purpose, Borrower does her by the COOK | rformance of Borrower's covenants and reage, grant and convey to Lender the | following described property loca | ated inCounty | |
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If the Punds 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 Punds 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

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 number 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 wall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, 'azards 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 arrivall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage esc ibed above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph v.

All insurance policies and renewals shall be acceptable to Londer 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 Br trower 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 other ise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible or Lender's security wou'd be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excert pa'd to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance error has inferred 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 c change the amount of the payments. If under paragraphs 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 Iran ment immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection o. the Property; Borrower's Loan Application; Leaseholds.

 Borrower's continue to occupy 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 in at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheir, 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 distinct of the Property or otherwise materially impair it. Hen created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in palagraph 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. Forrower shall also be in default if Borrower, during the loan application process, gave materially faise or inaccurate information or statem into 1 Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including but and limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is 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 the shall not merge unless Lender agrees to the merger in writing. Burrower
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the cover ors 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 section 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 no tgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage 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 insurance 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 lleu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums accured by this Security Instrument, whother or not then due.

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

- 11, Borrower Not Released; Forbearance By Lender Not a Walver.

 Bxtension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor, in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy.
- 12, Successors at 1 A signs Bound; Joint and Several Liability; Co-signers.

 The covenants and agreements of this Security Instrument shall bind and beneff, the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be it in and several. Any Borrower who co-signs this Security Instrument but does not execute the Note:

 (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other I san charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted I mits will be refuned to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a limit payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge and it to Note.
- 14. Notices. Any notice to Borrower provided for in this Society Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note; which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note, and of his Security Instrument.
- 17. Transfer of the Property or a Beneficial interest in Borrower. If all or any par of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural resen) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Securit Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this occurring instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have inforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law hay specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a jot an enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbickies, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the core usure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sure secured by this Security instrument without further demand and may foreclose this Security Instrument by judicial proceeding. I encer shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to reasonable attorneys' fees and costs of title evidence.

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| 22. Release. Upon pay nent of without charge to Borrower. Borrowe, shall p | of all sums secured by this Security Instrument, Lende | r shall release this Security Instrument |
| 23. Walver of Homestead. | Parrower waives all right of homestead exemption in the P | roperty. |
| 24. Riders to this Security Instrume. Instrument, the covenants and agreements of agreements of this Security Instrument as if the ICheck applicable box(es)! | nt. If one or more riders are executed by Borrower teach such riour shall be incorporated into and shall amend erider() were a part of this Security Instrument. | r and recorded together with this Security and supplement the covenants and |
| Adjustable Rate Rider | Condominium Rider | 1-4 Family Rider |
| Graduated Payment Rider | Planned Unit Development Rider | Biweekly Payment Rider |
| | — 41 | |
| Balloon Rider | Rate Ir pro ement Rider | Second Home Rider |
| Other(s) [specify] ESCROW | RIDER | |
| BY SIGNING BELOW, Borrower ac | cepts and agrees to the terms and covenants contained i | n this Security Instrument and in any |
| rider(s) executed by Borrower and recorded wi | m r. | |
| Wimesses: | | · • |
| | Laren S | tag (Scal) |
| | LORENZO ORT'Z | -Borrower |
| | | 351-80-0730 |
| | Da Dance | (Seal) |
| | HOUSACONACHORTIZ | -Borrower |
| | Donaciano | 338-66-9325 |
| | 1. 1 Marting a secret I m 19 4 | 0° -0 : 3 |
| | Y | Seal) |
| | ' Carmen Ortiz | |
| | homestead ri | gnts |
| | | (Seal) |
| | | -Barrower |
| i kal <u>orita</u> | [Space Below This Line For Acknowledgment] | |
| | | 7 |
| STATE OF ILLINOIS. | County ss: | LEVE- |
| 1. Kgidschuu | a Notary Public in and | for said county and state, do hereby certify |
| that LORENZO ORTIZ AND DONANCHOR | | ing home stead |
| (Bachelol) D. O. | | ne to be the same person(s) whose name(s) |
| is/are subscribed to the foregoing instrument, ar | peared before me this day in person, and acknowledged t | hat he/she they |
| signed and delivered the said instrument as | | or the uses and purposes therein set forth. |
| Given under my hand and official seal | this 9th day of August, 1994 | Λ. · |
| My Commission expires: | VEidsc | h |
| my Commission sophies. | Notary Public | |
| Approximation of the second | THE STALP | |
| This instrument was prepared by: #OFFIC | TAL SEAL® | |
| Krista | na Eluscatumillinois lic, State of Illinois lica Proins 8/1/95 | |
| Notary Fue | IIC, States 8/1/95 | F 2014 0/00 |

My Commission Explires 8/1/95

Form 3014 9/90 (page 4 of 4 pages) Property of Coof County Clerk's Office

MIATE FUTORY STATES

ESCROW RIDER

This Escrow Rid r is made this 9th day of August , 1994 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("the Borrower") to secure the Borrower's Note to Cite ANK, F.S.B.

12855 NORTH OUTER FOF TY DRIVE, ST. LOUIS, MISSOURI 63141

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5709 SOUTH CHRISTIANA AVENUE CHICAGO, IL 60629-

Paragraph 2 of the Security Instrument is hereo; replaced with the following:

2. Funds for Taxes and Insurance. Borrower shall pay 1. Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Fund") equal to Lender's estimate, as described below, of: (a) one-twelfth of each type of yearly taxes and a see sments which may attain priority over this Security Instrument; (b) one-twelfth of the yearly leace old payments or ground rents on the Property, if any; (c) one-twelfth of the yearly hazard or property in aran e premiums; (d) one-twelfth of the yearly flood insurance premiums, if any; (e) one-twelfth of the yearly nortgage insurance premiums, if any; and (f) one-twelfth of any similar items which are commonly in part by borrowers to lenders, whether now or in the future, in connection with a secured debt.

The items described in (a) - (f) are called "Escrow Items".

The Funds shall be placed in an account ("Escrow Account") at an institution whose deposits are insured by a federal agency, instrumentality or entity (including Lender, if Lender is such an institution) or at any Federal Home Loan Bank. Lender may charge Borrower for holding and applying the Funds, analyzing the Escrow Account and verifying the Escrow Items, and Lender may require Escrow er to pay a one-time charge to establish a real estate tax reporting service used or provided by Lender in rannection with this loan. Lender shall not be required to pay Borrower any interest or earnings on the Lender.

Lender shall annually analyze the Escrow Account to determine the adequacy of the monthly Funda being collected for each Escrow Item; at its option Lender may analyze the Escrow Account nore frequently. Lender shall estimate the amount of Funds needed in the Escrow Account, to pay future Escrow Items when due, on the basis of: (i) current data, including the anticipated disbursement dates for each Escrow Item; (ii) reasonable estimates of expenditures of future Escrow Items; (iii) the time interval between disbursements for each Escrow Item; and (iv) the amount of Funds in the Escrow Account for each Escrow Item at the time Lender analyzes the Escrow Account. Lender and Borrower agree that Lender's estimate of the amount of Funds needed in the Escrow Account is an approximate calculation. At any time if the amount of Funds in the Escrow Account for each Escrow Item will not be sufficient to pay each Escrow Item when due, Lender may notify Borrower in writing and may h) require Borrower to pay Lender the amount of the deficiency. Borrower shall be in default if, after receipt of notice from Lender, Borrower fails to timely pay Lender the amount of the deficiency. At Lender's sole discretion, Borrower may repay any deficiency in no more than 12 monthly payments. If Lender's Escrow Account analysis indicates that the Funds in the Escrow Account for each Escrow Item exceed the amount Lender estimates is needed to pay each future Escrow Item when due, Lender shall refund any such excess to Borrower within 30 days of the Escrow Account analysis. In addition to the Funds estimated as described above, and to ensure that the Funds in the Escrow Account will be sufficient to pay Escrow Items when due, Lender may require Borrower to maintain in the Escrow Account an additional balance of Funds not to exceed 2 monthly escrow payments.

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Lender shall apply the Funds to pay the Escrow Items when due. Lender shall give to Borrower an annual accounting of the Escrow Account, showing credits and debits to the Escrow Account and the purpose for which each debit from the Escrow Account was made. The Funds in the Escrow Account tre redged to Lender as additional security for all sums secured by this Security Instrument. Upon payment in full of all sums secured by this security Instrument, Lender shall refund to Borrower any Punds nel i by Lender. Such refund shall be made within 30 days of Borrower's payment of all sums secured of a is Security Instrument. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior ... the acquisition or sale of the Property, shall apply any Punds held by Lender at the time of acquisition of sale as a credit against the sums secured by this Security Instrument.

Lender's and Borre wer's covenants and agreements under this paragraph 2 are subject to applicable state and federal law

By signing below, Borrower accepts and agrees to the terms of this Escrow Rider.

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