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RECORD AND RETURN TO:
FIRST NATIONAL MORTGAGE CORPORATION
1 S 443 SUMMIT AVENUE, SUITE 301
OAKBROOK TERRACE, ILLINOIS 60181

94780974



- 94780974
- DEPT-D1 RECORDING \$31.50
 - T\$0000 TRAN 9251 09/06/94 13:20:00
 - #2516 4 CJ *-94-780974
 - COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

LOAN # 1716248

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 2, 1994. The mortgagor is MARIE L. CARLSON, DIVORCED AND NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to FIRST NATIONAL MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 1 S 443 SUMMIT AVENUE, SUITE 301, OAKBROOK TERRACE, ILLINOIS 60181

("Lender"). Borrower owes Lender the principal sum of One hundred thousand and NO/100 Dollars (U.S. \$ 100,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2024.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment 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 and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK County, Illinois:

LOT 289 IN WOODVIEW MANOR UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #: 03-24-410-013

which has the address of
Illinois 60056
(Zip Code):

2004 CAYUGA, MT. PROSPECT
("Property Address"):

(Street, City),

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT
Form 3014 9/90
Amended 5/91
-SMIL 092121.01

VMP MORTGAGE FORMS - (800)621-7281

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DARKBROOK TERRACE, ILLINOIS 60181
1 S 443 SUMMIT AVENUE SUITE 301
NOTARY PUBLIC, STATE OF ILLINOIS
GINA LAVORATTA-O'HEHIR
OFFICIAL SEAL
Form 3014 9/90

This instrument was prepared by:

My Commission Expires: 10-30-97

Mary F. Burke

Given under my hand and official seal, this 2nd day of September, 1994.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he personally known to me to be the same person(s) whose name(s) isigned and delivered the said instrument as HER free and voluntary act, for the uses and purposes set forth.

the MARIE L. CARLSON, DIVORCED AND NOT SINCE REMARRIED
1. GINA LAVORATTA-O'HEHIR
, a Notary Public in and for said county and state do hereby certify
that
County ass: Cook
State of Illinois
-Borrower
(Seal)

-Borrower
(Seal)

MARIE L. CARLSON
-Borrower
(Seal)
-Borrower
(Seal)
Witnesses:
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it.

23. 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 this Security Instrument as if the rider(s) were a part of this Security Instrument. The covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the Security Instrument.
- [Check applicable boxes.]
- | | | | | |
|--|--|--|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Contaminant Rider | <input type="checkbox"/> Planed Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Rate Imbalance Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Balloon Rider |
| <input type="checkbox"/> I-A Family Rider | <input type="checkbox"/> Other(s) [Specify] | <input type="checkbox"/> Other(s) [Specify] | <input type="checkbox"/> Other(s) [Specify] | <input type="checkbox"/> |

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

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

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

21. Inclosing, but not limited to, reasonable attorney fees and costs of title evidence.

proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by judgment or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-existent or a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on information Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the secured by this Security Instrument, foreclose by judicial procedure and sale of the Property. The notice shall further require to cure the default on or before the date specified in the notice may result in acceleration of the sums (d) than failure to cure the default or any other default of Borrower to accelerate and foreclose. The notice shall further a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (e) applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; and of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach NON-UNIFORM COVENANTS. Lender shall give notice further covenant and agree as follows:

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

relate to health, safety or environmental protection.

this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in Environmental Law and the following substances: gasoline, kerosene, oilier flammable or toxic petroleum products, toxic 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

any removal or other remedial action of any Hazardous Substance affecting the property is necessary. Borrower shall promptly take any removal or other remedial action of any Hazardous Substance affecting the property is necessary. Borrower has actual knowledge, if Borrower learns, or is notified by any government or regulatory authority, that of which Borrower has actual knowledge. If Borrower learns, or is notified by any Hazardous Substance affecting the property is necessary or regulatory agency or private party involving the Property, and any Hazardous Substance affecting the property is necessary or governmental or regulatory agency or private party involving the Property, and any Hazardous Substance affecting the property is necessary or any other action by any Borrower shall promptly give Lender written notice of any violation, claim, demand, lawsuit or other action by any resident uses and to maintainance of the Property.

Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Hazardous Substances on or in the Property. Borrower shall permit the presence, use, disposal, storage, or release of any information required by applicable law.

19. Sale of Note; Change of 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 timely payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer, related 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 advance, at least 14 days 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.

not apply in the case of acceleration under paragraph 17.

obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this note to remit and the this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the that the loan of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by included, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the Security Instrument enforceable before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) enty of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays the Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays all other cures any default of any other covenant or agreement; (c) pays all expenses incurred in enforcing this Security Instrument, Lender exercises this option shall give Borrower notice of acceleration or demand on Borrower.

18. Borrower's Right to Remit. If Borrower meets certain conditions, Borrower shall have the right to have permissioned by this Security Instrument without further notice or demand on Borrower.

Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this security instrument 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 security instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument.

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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.

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 the 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 fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension 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 shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) 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 loan 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 limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender 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 this Security Instrument.

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be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve one-twelfth of the yearly mortgage insurance coverage being paid by Borrower when the insurance coverage based or cascaded to substandardly equivalent mortgagel insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer provided by Lender. If obtain coverage subsequently equivalent to the mortgage insurance previously in effect, Borrower shall pay the premium required to mortgage insurance coverage redefined by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to the instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect, if, for any reason, the security coverage covered by Lender under this insurance, if Lender required mortgage insurance as a condition of making the loan secured by this Security payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower accrued by this

7. Lender does not have to do so.

reasonable attorney fees and expenses on the Property to make repairs. Although Lender may take action under this paragraph include paying any sums secured by a lien which has priority over this Security instrument, including in court, paying for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may proceed in bankruptcy, probable, for condemnation or forfeiture or to enforce laws or regulations, then Lender may do and this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a 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 leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the to representations concerning Borrower's occupancy of the Property as is printed, read and understood, if this Security instrument is on a to provide Lender with any material information) in connection with the loan evidence by the Note, including, but not limited Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed impairment of the lien created by this Security instrument or Lender), security interest, Borrower shall also be in default if that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material cure such a default and provide in paragraph 18, by using the action or proceeding to be dismissed with a ruling property or otherwise materially impair the lien created by the Security instrument or Lender's security interest, Borrower may provide for proceeding, whether civil or criminal, is begun or in Lender's good faith judgment could result in forfeiture of the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the date of occupancy, unless Lender otherwise agrees in writing, which causes shall not be unreasonable withheld, or unless this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after Borrower shall occupy, establish, and use the Property as principal residence within sixty days after the execution of the date the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or damage to the Property prior to the acquisition

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

Lender may file a notice of loss if not then due. The 30-day period will begin when the notice is given. 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 is econonomically 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 sum secured by this Security instrument, whether at 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 than the insurance carrier has offered to settle a claim, then Lender may file a notice of loss if not then due. Borrower shall give prompt notice to Lender all receipts of

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 renewals. 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.

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 which shall not be unreasonable 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.