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of the securities set forth above within 10 days of the giving of notice.
Security Instrument. Lender may file Borrower's notice demandly filing the loan. Borrower shall satisfy the loan or take the steps necessary to do so. If Lender determines that any part of the Property is subject to a lien which may affect title to the enforcement of the lien; or (c) securies from the holder of the loan in a manner sufficient to render unenforceable the loan to prevent the by, or demands against enforcement of the loan in, legal proceedings which in the Lender's opinion upsets the validity of the loan in writing to the payment due date by the Lender to secure the loan in accordance with (b) contained in Exhibit A attached hereto: (a) agrees in Borrower shall promptly discharge any lien which has priority over the Lender's claim to prevent the Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts verifying the payment.

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts verifying the payment. If person owing payment, Borrower shall promptly furnish to Lender all receipts of amounts to be paid under the paragraph, if obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly to the which may allow priority over this Security Instrument or ground rent, if any. Borrower shall pay those 4. Charges; fees, Borrower shall pay all taxes, assessments, charges, fines and improprieties arising in the Property built, to interest due; fourth, to principal due; and last, to any late charge due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2: and 2 shall be applied: first, to any prepayment charge due under the Note; second, to amounts paid under paragraph 2;

Security Instrument, shall apply any funds held by Lender at the time of acquisition of title as a credit against the amounts received by the Proprietary. If, under paragraph 2, Lender shall acquire all the Proprietary, prior to the acquisition of title held by Lender. Lender shall pay all amounts received by Lender under any funds upon payment in full of all sums received by this Security Instrument, less expenses which may be incurred in the collection of amounts held by Lender.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for monthly payments, at Lender's sole discretion.

The Funds are pledged as additional security for all sums received by this Security Instrument to provide Lender the amount necessary to make up the deficiency. Borrower shall make direct payment to the Funds, and the deficiency in no more than twelve months to pay the balance when due, Lender may do so by Borrower in writing, and, in such case Borrower shall pay not sufficient to pay the Funds when due, Lender may do so by Borrower in writing, if it is in the best interest of the Funds held by Lender in accordance with the requirements of applicable law. If it is in the best interest of the Funds held by Lender in the amount of applicable law.

Lender may agree in writing, however, that interest shall be paid on the Funds, Lender may interest on the Funds, without charge for pay Borrower any interest on the Funds, and Lender may interest to be paid, Lender shall not be required to pay any interest on the Funds, and Lender may interest in connection with this loan, unless 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 permitting Lender to hold by the Borrower for a period of time, unless applicable law permits Lender to make such a charge.

The Borrower may not charge Borrower for holding and applying the Funds, usually annually during the year.

Lender, if Lender is such an individual) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Borrower.

The Funds shall be held in an individual name, "Individual Agency, instrumental, or entity (including otherwise in accordance with applicable law).

calimatic the amount of Funds due on this basis of current due and receivable or exigible date of future Borrower or amounts, if so, Lender may, in his name, collect and hold Funds in an amount not to exceed the lesser amount, Lender to receive funds from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"). Unless otherwise lawfully provided, Lender may not charge interest under the Federal Home Finance Security Protection Act of 1974 (the "RESPA") for a federally related transaction of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "federally related transactions" or "FRTs". (e) early charge instruments, if any; and (f) any sums payable by Borrower to Lender, in accordance with any hazard or ground rents of the Property, if any; (c) early hazard or property insurance premiums; (d) yearly fixed insurance premiums, if any; (e) early insurance premiums, if any; and (f) any sums payable by Lender, in accordance with any association which may affect the Security Instrument as a loan on the Property; (g) early leasehold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"), net; (a) yearly taxes 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Notes and any prepayments and late charges due under the Note.

1. Payment of Principal and Interest; Prepayments and Lender convenants and agree as follows:

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

variations by jurisdiction to constitute a uniform Security Instrument covering real property.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with limited

grain and convey the Property in unencumbered, except for encumbrances of record. Borrower warrants and

BORROWER COVENANTS that Borrower is lawfully seized of the title hereby conveyed and has title to mortgage.

All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and

structures now or hereafter built on or of the property. All improvements and additions shall be covered by this Security Instrument.

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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; Leasehold. 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, no 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 costs 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. Lender reserves

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given effect without the consent of the Proprietor. To this end the provisions of this Security instrument and the Note are declared to constitute with applicable law, such consent shall not affect either party's liability to the other or the Note which can be pur�ed in which the Proprietor is located, in the event that any provision or clause of this Security instrument or the Note which can be given effect without the Proprietor's knowledge, it will be governed by the law of the place where the Note was delivered.

12. (Covering Law) Notwithstanding any provision to the contrary given to Borrower or Lender which is given as provided in this paragraph:

any other address supplied subsequently to Lender by Notice to Borrower. Any notice provided for in this Security instrument shall be delivered to Lender under applicable law by Notice to Lender. Any notice provided for in this Security instrument shall be delivered to Lender or by any other address Lender designates by Notice to Borrower. Any notice provided for in this Security instrument shall be delivered to Lender by Notice to Lender. The notice shall be given by first class mail to Lender at a

by first class mail unless supplied otherwise in writing received by the Proprietor Address or by delivery in person to the Proprietor.

13. Notice. Any notice to Borrower provided for in this Security instrument shall be given by delivery in person to the

under the Note.

Borrower. If a refund redicess principal, the deduction will be treated as a partial prepayment without any prepayment charge Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender limited; and (b) any sums already collected from Borrower which exceed principal limits will be refunded to Borrower.

accused the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the

and that law is finally interpreted so that the interest can charge collected or to be collected in connection with the loan

13. Lien Charge. If the loan secured by this Security instrument is subject to a law which makes it difficult to

make any accommodation with regard to the terms of this Security instrument or the Note which is given to the Proprietor.

accused by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, cancel or

Borrower's interest in the Proprietor the terms of this Security instrument only to Borrower, granted and convey that

instrument but does not accuse the Note: (a) to assign this Security instrument only to Borrower, Any Borrower who co-signs this Security

paragraph 17. Borrower's conduct and behavior the success or failure of the lender and Borrower, subject to the provisions of

Security instrument shall bind and benefit the success or failure of the lender and Borrower, subject to the provisions of

12. Acceptance and Assignment Found: Joint and Several Liability; Cognovit. The convenants and agreements of the

lender or remedy.

in literature. Any franchise by Lender in exercising any right or reme: dy shall not be a waiver of or preclude the exercise of any

the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower of this instrument or

compliance procedure available to Lender in accordance with the original Borrower or Borrower of this instrument or otherwise markedly anomalous to

not operate to release the liability of the original Borrower or Borrower in the event Lender shall not be required to

of nonarbitration of the sums secured by this Security instrument resulted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released: Rebreurrence by Lender Not a Waiver. Extension of the time for payment of nondelivery

the due date of the initially payable instalments agreed to in paragraph 1 and 2 or change the amount of such payments.

lender Lender and Borrower jointly and severally liable for participation in proceedings agreed to expand or modify

by this Security instrument, whether or not then due.

to arbitration to collect and apply the proceeds, in reparation to Lender or repayment of the Proprietary or to the sums received

award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, Lender

if the Proprietor is unable to pay, or if, after notice to Borrower that the condominium officers to make an

sums secured by this Security instrument whether or not the sums are due.

Borrower and Lender, unless otherwise agreed or unless applicable law provides otherwise shall be applied to the

Proprietary immediately before the taking, divided by (b) the fair market value of the Proprietary immediately before the taking, unless

the sums secured immediately before the taking, unless Borrower and Lender taking of the Proprietary in which the fair market value

Security instrument before the taking, unless the amount of the proceeds multiplied by the following fraction: (a) the total amount of the

instrument immediately before the taking is equal to the greater than the amount of the proceeds by this Security

value of the Proprietary immediately before the taking, unless the amount of the proceeds by this Security

whether or not then due, with any access paid to Borrower, in the event of a partial taking of the Proprietary in which the fair market

shall be paid to Lender.

condemnation or other taking of any part of the Proprietary, or for convenience in lieu of condemnation, we hereby witness and

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an application specifically regarding condemnation or the taking.

9. Independence. Lender (or its agent may make reasonable efforts to provide a loan and interpretation of the Proprietary, Lender shall give

instructions to Lender to make reasonable efforts to provide a loan and interpretation of the Proprietary, Lender or applicable law.

provisions contained in the instrument or otherwise agreed by Lender to provide a loan and interpretation of the Proprietary, Lender or applicable law.

any longer be required by an insurer approved by Lender to provide a loan and interpretation of the Proprietary, Lender or applicable law.

payments may no longer be required, as the option of Lender, all mortgage insurance coverage (in this amount and for the period

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16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of 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 exercising it 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 Security 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 enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 90 days of a judgment 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 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.

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 herbicides, 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:

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 foreclosure 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 sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender 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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