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this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priorly over the instrument or title, or if securies from the holder of the lien in legal proceedings subsist in the instrument or title, or if Lender's opinion operates to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the lien to Borrower shall pay to Lender's attorney over the payment of the obligation secured by the lien in a manner acceptable to Lender; (c) agrees in

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly

which may affect priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay

4. **Charges:** Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

5. **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;

6. **Priority of Payments.** Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

Funds held by Lender, if, under paragraph 2, Lender shall agree to sell the Property, prior to the acquisition of sale

Lien payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

widely negotiable payments, if Lender's sole discretion.

If the Funds held by Lender exceed the amount necessary to make up the deficiency in no more than

time is not sufficient to pay the taxes when paid, Lender may notify Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender is less

than to the Funds held by Lender the amount permitted to be held by applicable law, Lender shall account to Borrower

debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, Lender shall be paid on the Funds, Lender shall give to Borrower,

applicable law requires payment to be paid, Lender shall be required to pay Borrower any interest or earnings on the Funds,

used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or

charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

utilizing the Farrow items, unless Lender has holding an account or applying the Funds, normally and/or using the escrow account, or

Farrow items Lender may not charge Borrower for holding and applying the Funds, normally and/or using the escrow account, or

including Lender, it Lender is able to instrument or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount if, as Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

19-4 as amended from time to time, 12 U.S.C. Section 2601 et seq., "RESPA", unless another law that applies to the Funds

related mortgage in in any way require the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the procedures of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Farrow items,"

if any, as early mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender in accordance with

or around rents on the Property, if any; (e) early hazard or property insurance premiums; (f) early flood insurance premiums,

and assessments which may affect this Security Instrument as a lien on the Property; (g) yearly leasehold payments

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

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 Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest.** Prepayment and Lender can quit and agree as follows:

1. **Term of Contract.** Borrower and Lender can quit and agree as follows:

2. **Interest.** Borrower and Lender can quit and agree as follows:

3. **Default.** Borrower and Lender can quit and agree as follows:

4. **Termination.** Borrower and Lender can quit and agree as follows:

5. **Assignment.** Borrower and Lender can quit and agree as follows:

6. **Waiver.** Borrower and Lender can quit and agree as follows:

7. **Substitution.** Borrower and Lender can quit and agree as follows:

8. **Waiver.** Borrower and Lender can quit and agree as follows:

9. **Waiver.** Borrower and Lender can quit and agree as follows:

10. **Waiver.** Borrower and Lender can quit and agree as follows:

11. **Waiver.** Borrower and Lender can quit and agree as follows:

12. **Waiver.** Borrower and Lender can quit and agree as follows:

13. **Waiver.** Borrower and Lender can quit and agree as follows:

14. **Waiver.** Borrower and Lender can quit and agree as follows:

15. **Waiver.** Borrower and Lender can quit and agree as follows:

16. **Waiver.** Borrower and Lender can quit and agree as follows:

17. **Waiver.** Borrower and Lender can quit and agree as follows:

18. **Waiver.** Borrower and Lender can quit and agree as follows:

19. **Waiver.** Borrower and Lender can quit and agree as follows:

20. **Waiver.** Borrower and Lender can quit and agree as follows:

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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.

**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 an 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, give 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 entitle 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

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Form 3014 9/90

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14. Notice to Borrower. Any notice to Borrower provided for in this Section 14a, concerning any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

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 loans, then (a) such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted loans, and (b) the remainder of the loan charge shall be treated as a partial prepayment without any payment of principal; the reduction will be treated as a partial prepayment without the Note or by making a direct payment to lender may choose to make this demand by reducing the principal owed under the Note or by making a direct payment to lender.

make any accommodation with regard to the terms of this security instrument or the Note without the Seller's consent.

12. **Succesors and Assigees Bonds; 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 section 17. Borrower's executors and administrators shall be joint and several. Any successor who co-signs this SecuritY instrument but does not execute the Note, (ii) is co-signing this SecuritY instrument only to escrowage, general and convey the property under the terms of this SecuritY instrument; (iii) is not personally obligated to pay the sums accorded by this SecuritY instrument, and (iv) agrees that Lender and any other Borrower may agree to extend, modify, replace or accept any modification, amendment, or addition to this SecuritY instrument.

**11. Borrower Not Releasable; Lender Not a Wheeler.** 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 expedite the liquidation of the original Borrower or Borrower's successors in interest. Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest to Lender to pay the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower.

Leases, Landlord and Tenant will 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.

If the Proprietary is abandoned by Borrower or if, after notice by Lender to Borrower within 30 days after the date the notice is given, Borrower fails to settle a claim for damages, Borrower fails to respond to Lender's demand for restoration of repair of the Property or to the sums

be applied to the sums secured by this act in payment of debts incurred in making or carrying out the purposes of this act, and the amounts so paid shall be deducted from the amounts appropriated for carrying out the purposes of this act.

**10. Condemnation.** The proceeds of any award of 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

measurable ends in accordance with any written agreement between Borrower and Lender or applicable law.

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Lender's address shall be the address of the Lender as set forth in the Security Instrument and the Note.

**15. Governing Law; Severability.** The parties hereto agree that the Note shall be governed by the law of the jurisdiction in which the Property is located. If any provision of this Note or the Security Instrument or the Note conflicts with any state or local law, such provision shall be ineffective to the extent of such conflict, but the Note and the Security Instrument shall remain in full force and effect. Any provision of the Note which can be given effect without being declared severable from the Note shall remain in full force and effect. Notwithstanding the Note, if the Note is declared to be severable, the Note shall be deemed declared to be severable.

**16. Borrower's Copy.** Borrower shall receive a copy of the Note and the Security Instrument.

If Lender exercises its right to Pre-emption under Section 10.1 of this Agreement, Lender shall provide a period of not less than 30 days from the date the notice of Pre-emption is given to Borrower to cure all defaults secured by this Security Instrument. If Borrower fails to provide such a period of time, Lender may invoke any remedies permitted by this Security Instrument without notice or cure period to Borrower.

**18. Borrower's Right to Reinstate.** It is agreed that if the Lender or the Borrower shall have the right to have enforcement of this Security Instrument or any other instrument for payment of the amount of up to \$5,000 or such other period as applicable law may specify for reinstatement of the same, the Lender may exercise the power of sale contained in this Security Instrument at the price of the sum secured by the Security Instrument plus expenses incurred that Borrower can pay Lender all sums which then would be due under this Security Instrument if the Note(s) due acceleration had occurred, abates any default of any other event(s) which would otherwise entitle the Lender to accelerate this Security Instrument, including, but not limited to, reasonable attorney fees and costs of collection, which Lender may reasonably require to assure that the lien of this Security Instrument continues in full force and effect until payment in full of all amounts due under this Security Instrument and until payment in full of all amounts due under any other instrument or agreement. However, this right to reinstate shall not apply in the case of a loss of title to the property covered by this instrument.

**19. Sale of Note; Change of Loan Servicer.** The Note may be sold by the Noteholder with this Security Instrument may be sold, or more than one Note may be sold, as a result of a change in the entity known as the "Loan Servicer" that collects the payments due on the Note. This instrument. There also may be one or more changes of the "Loan Servicer" before the date of the Note. Prior to any change in the Loan Servicer, Borrower will be given written notice of the change in servicer, in part or in full, at the address shown. The notice will state the name and address of the new Loan Servicer and the address to which the payments should be sent. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Batticore shall ensure that the Property is free from the storage or release of any Hazardous Substances, except in the form of materials used in the construction of the Project, and to do anything affecting the Property that is necessary to prevent such release. The preceding two sentences shall apply to the presence, use, or storage on the Property of substances of Hazardous Substances that are reasonably reckoned to be appropriate to normal residential uses and to maintenance of the Project.

Borrower shall promptly give Lender written notice of any such contamination or demand removal or other action by any governmental or regulatory agency or private party as it relates to 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 the Emergency Response Law.

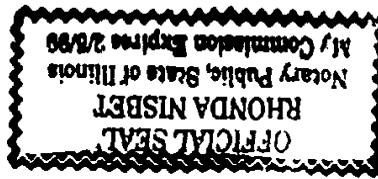
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, benzene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, lead or asbestos containing asbestos, 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 shall comply with the following covenants 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 that not prior to acceleration under paragraph 17 unless

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Form 3014 9/90  
Rev. 6/26/6



*27/2/1997*

day of **August**, 19**97**

Year and Julian date, for the uses and purposes herein set forth,

signed and delivered by said instrument as **here**

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **she** personally known to me to be the same person(s) whose name(s)

My Commission Expires 2-5-99

a Notary Public in and for said County and State do hereby certify

that **Rhonda Nisbet** General Notaries  
(County Assessor)  
(Seal)

Romweber  
Borrower  
(Seal)

Rhonda Nisbet  
Cook  
(County Assessor)  
(Seal)

Romweber  
Borrower  
(Seal)

Rhonda Nisbet  
(Seal)

GERALDINE TICKELS  
*Geraldine Tickels*

Witnessed  
in my presence & executed by Borrower and recorded with the  
Securities Instruments and agreements of this Security Instrument as it the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower agrees and agrees to the terms and conditions contained in this Security Instrument and

21. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the contents and agreements of each such rider shall be incorporated into and shall stand and supplement  
the contents, terms and conditions and agreements of this Security Instrument. Lender shall release this Security Instrument  
if these agreements and agreements of the rider(s) are terminated or released by Borrower and recorded together with this  
Security Instrument.

22. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this  
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Security Instrument, the contents and agreements of each such rider shall be incorporated into and shall stand and supplement  
the contents, terms and conditions and agreements of this Security Instrument. Lender shall release this Security Instrument  
if these agreements and agreements of the rider(s) are terminated or released by Borrower and recorded together with this  
Security Instrument.

23. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

Without charge to Borrower or Borrower shall pay any recording costs.

24. Release: Lender may at all sums secured by this Security Instrument, Lender shall release this Security Instrument  
including, but not limited to, reasonable attorney's 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 judicial  
or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums  
monetary of a default or any other default of Borrower to acceleration and foreclosure. If the default is not cured on  
inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the  
Security by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further  
secure to ensure the default on or before the date specified in the notice may result in acceleration of the sums  
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
(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  
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

25. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

Without charge to Borrower or Borrower shall pay any recording costs.

26. Release: Lender may at all sums secured by this Security Instrument, Lender shall release this Security Instrument  
including, but not limited to, reasonable attorney's fees and costs of title evidence,  
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(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
(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  
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;