

3546740

L#601554-9

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 7th 1986. The mortgagor is David K. Clark and M. Mauran Clark husband and wife. LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing under the laws of The United States of America, and whose address is 5700 N. Lincoln Avenue, Chicago, Illinois 60659. Borrower owes Lender the principal sum of Ninety-Five Thousand and no/100 Dollars (U.S. \$95,000.00). 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, 2001. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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:

SEE RIDER ATTACHED

RIDER

PARCEL ONE (1):

That part of Lot 18A in Irvin A. Blietz Glenview Development resubdivision in Section Thirty-Five (35), Township Forty-Two (42) North, Range Twelve (12) East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof filed in the Office of the Registrar of Titles as Document LR 1940148 and Recorded in the Office of the Recorder of Deeds as Document 17952402, in Cook County, Illinois, described as follows: commencing at the South West Corner of Lot 18A in said Irvin A. Blietz Glenview Development Resubdivision; thence along the South Line of said Lot 18A North 73 degrees 08 minutes 00 seconds East a distance of 38.22 feet; thence North 16 degrees 52 minutes 00 seconds West a distance of 16.40 feet to the point of beginning; thence North 14 degrees 28 minutes 16 seconds West a distance of 51.08 feet; thence North 75 degrees 31 minutes 44 seconds East a distance of 24.11 feet; thence South 14 degrees 28 minutes 16 seconds East a distance of 51.08 feet; thence South 75 degrees 31 minutes 44 seconds West a distance of 241.11 feet to the Point of Beginning, in Cook County, Illinois.

PARCEL TWO (2): "G-95"

That part of Lot 17A in Irvin A. Blietz Glenview Development resubdivision in Section Thirty-Five (35), Township Forty-two (42) North, Range Twelve (12), East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof filed in the Office of the Registrar of Titles as Document LR 1940148 and recorded in the Office of the Recorder of Deeds as Document 17952402, in Cook County, Illinois, described as follows: Commencing at South East corner of Lot 17A in said Irvin A. Blietz Glenview Development Resubdivision; thence along the East line of said Lot 17A north 16 degrees 52 minutes 00 seconds West a distance of 167.09 feet; thence South 73 degrees 09 minutes 53 seconds West a distance of 5.74 feet to the point of beginning; thence South 73 degrees 09 minutes 53 seconds West a distance of 30.08 feet; thence North 16 degrees 50 minutes 07 seconds West a distance of 10.00 feet; thence North 73 degrees 09 minutes 53 seconds East a distance of 30.08 feet; thence South 16 degrees 50 minutes 07 seconds east a distance of 10.00 feet to the point of beginning, in Cook County, Illinois.

PARCEL THREE (3)

Easements for the benefit of Parcels One (1) and Two (2) for Ingress and Egress, as shown on plats of subdivision of Irvin A. Blietz Glenview Development, registered as document LR 1899559 and recorded as document 17729757, Irvin A. Blietz Glenview Development resubdivision, registered as Document LR 1940148 and recorded as document 17952402 and Irvin A. Blietz Glenview development resubdivision number 2, registered as Document LR 1957828.

PARCEL Four (4):

All those certain easements for the benefit of Parcels One (1) and Two (2) as set forth in the preservation declaration of Carriage Hill on the West fork dated September 12, 1980 and registered in the Office of the Registrar of Titles on September 15, 1980 as Document LR 3177702 and recorded in the Office of the Recorder of Deeds as Document 25583332 and as created by Trustee's Deed from American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 8, 1979 and known as Trust Number 46774 to Foster G. Macrides and Rosalie Macrides, his wife filed January 4, 1982 and Document LR 3245789.

Handwritten notes on the left margin: "NOTE TO", "6/26/86", "PTN# 04-35-408-266-0000 Vol. 134", "04-35-408-277", "PAT 1537 PALMER GLENVIEW IL".

3546740

09/19/86

UNOFFICIAL COPY

3546740 SEP 5 1988 3546740

5700 N. Lincoln Ave., Chicago, IL 60659
Fredric G. Nayco
This instrument was prepared by:

CHICAGO TITLE INS.

70-65-206

This instrument was prepared by

Witness my hand and official seal this 7th day of August, 1988.
My Commission Expires: 4/13/88

David K. Clark, Notary Public in and for said county and State, do hereby certify that before me and in the presence of the persons whose names are subscribed to the foregoing instrument, personally appeared SAADAH A. JOHN and DAVID K. CLARK, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged said instrument for the purposes and uses therein set forth.

STATE OF Illinois
COUNTY OF Cook
SS: _____

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

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
19. 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 paragraphs 13 and 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
20. Lender in its discretion. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those first due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
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 each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))
 Adjustable Rate Rider
 Graduated Payment Rider
 Other(s) (specify) _____
 Condominium Rider
 Planned Unit Development Rider
 2-4 Family Rider

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LR 1537 Palmer
Glenview IL

04-35-408-277

PTN# 04-35-408-266-0000 Vol. 134

LR 3245789

All those certain easements for the benefit of Parcel One (1) and Two (2) as set forth in the preservation declaration of Carriage Hill on the West Fork dated September 12, 1980 and registered in the Office of the Registrar of Titles on September 15, 1980 as Document LR 317702 and recorded in the Office of the Registrar of Deeds as Document 25583332 and as created by Trustee's Deed from American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 8, 1979 and known as Trust Number 46774 to Roster G. Macrides and Rosalie Macrides, his wife filed January 4, 1982 and Document

PARCEL FOUR (4):
Glenview development resubdivision number 2, registered as Document LR 1957828.
registered as Document LR 1940148 and recorded as document 17952402 and Irvin A. Biletz
LR 189559 and recorded as document 1772957, Irvin A. Biletz Glenview Development resubdivision,
on plots of subdivision of Irvin A. Biletz Glenview Development, registered as document
Easements for the benefit of Parcel One (1) and Two (2) for Ingress and Egress as shown

PARCEL THREE (3)
110.00 feet to the point of beginning, in Cook County, Illinois.
distance of 30.08 feet; thence South 16 degrees 50 minutes 07 seconds East a distance of
West a distance of 10.00 feet; thence North 73 degrees 09 minutes 53 seconds East a
53 seconds West a distance of 30.08 feet; thence North 16 degrees 50 minutes 07 seconds
West a distance of 5.74 feet to the point of beginning; thence South 73 degrees 09 minutes
00 seconds West a distance of 16.09 feet; thence South 73 degrees 09 minutes 53 seconds
resubdivision; thence along the East line of said Lot 17A north 16 degrees 52 minutes
Commencing at South East corner of Lot 17A in said Irvin A. Biletz Glenview Development
of the Recorder of Deeds as Document 17952402, in Cook County, Illinois, described as follows:
the Office of the Registrar of Titles as Document LR 1940148 and recorded in the Office
Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof filed in
Thirty-Five (35), Township Forty-two (42) North, Range Twelve (12), East of the
That part of Lot 17A in Irvin A. Biletz Glenview Development resubdivision in Section
G-95,

PARCEL TWO (2):
feet to the Point of Beginning, in Cook County, Illinois
of 51.08 feet; thence South 75 degrees 31 minutes 44 seconds West a distance of 241.11
East a distance of 24.11 feet; thence South 14 degrees 28 minutes 16 seconds East a distance
16 seconds West a distance of 51.08 feet; thence North 75 degrees 31 minutes 44 seconds
West a distance of 16.40 feet to the point of beginning; thence North 14 degrees 28 minutes
00 seconds East a distance of 38.22 feet; thence North 16 degrees 52 minutes 00 seconds
Resubdivision; thence along the South line of said Lot 18A North 73 degrees 08 minutes
commencing at the South West corner of Lot 18A in said Irvin A. Biletz Glenview Development
Recorder of Deeds as Document 17952402, in Cook County, Illinois, described as follows:
Office of the Registrar of Titles as Document LR 1940148 and recorded in the Office of the
Principal Meridian, in Cook County, Illinois, according to the Plat thereof filed in the
Thirty-Five (35), Township Forty-two (42) North, Range Twelve (12) East of the Third
That part of Lot 18A in Irvin A. Biletz Glenview Development resubdivision in Section
PARCEL ONE (1):

RIDER

SEE RIDER ATTACHED

3546740

Handwritten notes and signatures on the right margin, including '2/15/86', '2/15/86', and '2/15/86'.

Property of Cook County Clerk's Office

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

19. 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 paragraphs 13 and 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 proceed to accelerate the debt, to foreclose the Property, and to sell the Property.



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(Space Above This Line For Recording Date)

L#601554-9

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 7th 1986. The mortgagor is David K. Clark and M. Maureen Clark, husband and wife ("Borrower"). This Security Instrument is given to LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing under the laws of The United States of America, and whose address is 5700 N. Lincoln Avenue, Chicago, Illinois 60659 ("Lender"). Borrower owes Lender the principal sum of Ninety-Five Thousand and no/100 Dollars (U.S. \$95,000.00). 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, 2001. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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:

659 54 70-65-3362
NOTE TO

UNOFFICIAL COPY

ILLINOIS—Single Family Form 3014

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with encumbrances of record.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property is unencumbered, except for encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to 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 easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and additions shall also be covered by this Security Instrument. All of the hereafter a part of the property.

which has the address of 1537 Palmyra Drive, Glenview, Illinois 60025 (Zip Code)

P.I.N. # 04-35-408-266-0000 Vol. 134 (6-95)

Part of lot 18, A

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

19. 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 paragraphs 13 and 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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 each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

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

David K. Clark (Seal)
David K. Clark - Borrower

M. Maureen Clark (Seal)
M. Maureen Clark - Borrower

(Space Below This Line for Acknowledgment)

STATE OF Illinois
COUNTY OF Cook } SS:

I, Sandra A. Yoh, a Notary Public in and for said county and state, do hereby certify that David K. Clark, M. Maureen Clark, His W. P. E. personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be THEIR free and voluntary act and deed and that they (his, her, ~~them~~) executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 7th day of August, 1986

My Commission Expires: 4/13/88

Sandra A. Yoh (Seal)
Sandra A. Yoh
Notary Public

This instrument was prepared by _____

This instrument was prepared by:
Fredric G. Navy
5700 N. Lincoln Ave., Chicago, IL 60659

CHICAGO TITLE INS. # 70-65-226

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AKG

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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. 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, 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.

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.

10. 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.

11. 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.

12. 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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.

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.

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) entry 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 had no acceleration 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 paragraphs 13 or 17.

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UNOFFICIAL COPY

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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permit. Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application 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 late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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 forfeiture of any part of the Property; 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.

5. Hazard 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 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.

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 to the sums secured by this Security Instrument, whether or not then due, with a reasonable excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender (or 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 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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