RIMI LOAN NUMBER: 2110294 OFFICIAL, COPY 9

BORROWER: DMUCHOWSKI PROGRAM: D49

#### ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps-Fixed Rate Conversion Option)

, 19<sup>88</sup>. MARCH THIS ADJUSTABLE RATE RIDER is made this 22ND day of and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note 5143 E. RIVER RD. #253. CITY FEDERAL SAVINGS BANK (the "Note") to date and covering the property described in the Security Instrument and located at: CHICAGO, IL 60656

#### (Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM ADJUSTABLE RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTANLE RATE TO A FIXED RATE.

Additional Coverants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial pagest rate of 7 · 250 %. The Note provides

%. The Note provides for changes in the interest rate and the The Note provides for an initial interest rute of monthly payments, as follows:

#### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates , 19 89 The adjustable interest rate I will pay may change on the first day of APRIL and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date"

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." If the Index is no longer available, the Note Holder will thouse a new index which is based upon comparable information. The Note Holder will give me notice of this choice

(C) Calculation of Changes

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

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percentage points ( \*\* 50 %) to the THREE-QUARTERS %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest in Sintil the next Change Date.

The Note Holder will then determine the amount of the monthly payment that yould be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity deal at my new interest rate in substantially

equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on interest Rate Changes

9.250 % or less than The interest rate I am required to pay at the first Change Date will not be greater than 5.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.250 %. The interest rate limits of this Section 4(D) will not apply 11 mercise my Conversion Option under Section 5 of this Note.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

#### 5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

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The conversion can only take place on a date specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date!"

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder I must pay the Note Holder a conversion fee of 250.00

(iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

#### (B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available the Note Holder will determine my interest such by using comparable information.

#### (C) New Payment Amount and Effective Date

If I choose to exercise to Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to reprose the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

#### C. TRANSFER OF THE PROPERTY OF A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrum nt is amended to read as follows:

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, as its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option speciment be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the in ended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security increament is acceptable to Lender.

To the extent permitted by applicable law, Lender may change o reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign or essumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 fact, 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

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 out 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

de la (Seal)	Edein D. Que
- Borrower	EILEEN D. DMUCHOWSKI
(Seal) - Borrower	
(Seal) - Borrower	
(Seal) - Воггоwег	

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LOAN NUMBER: 2116294 BORROWER: DMUCHOWSKI PROGRAM: D49

THIS CONDOMINIUM RIDER is made this 22ND, day of MARCH...... 19.88, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to City Federal Savings Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

- 5-14-3 - E. - RIVER - RD. - #25-3 , - CHICAGO, - IL - - 60-65-6 - - - - (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: FOREST VILLA CONDOMINIUM

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance 32 long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard in suance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Limbility Insurance. Borrower shall take so n actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent,

either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
  - (lii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when die, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower returned by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

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Property of Cook County Clerk's Office

#### LEGAL DESCRIPTION

TITEM 1: UNIT 253 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 8TH DAY OF MARCH, 1978 AS DOCUMENT NO. 3003245.

TIEM 2: AN UNDIVIDED 1.4144% INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES:
THE WEST 611.00 FEET OF THE WEST 691.00 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID SOUTHWEST 1/4; RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 40 RODS; THENCE EAST ON A LINE PARALLEL WITH SAID NORTH LINE TO THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4; THENCE NORTH TO THE POINT OF BEGINNING, (EXCEPTING FROM SAID TRACT THE NORTH 270.68 FEET, AS MEASURED ALONG THE EAST LINE THEREOF, AND EXCEPTING ALSO THE SOUTH 274.00 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

6951.19

RECORD AND RETURN TO: CITY FEDERAL SAVINGS BANK C/O CITYFED MORTGAGE COMPANY 100 NORTHWEST POINT ELK GROVE VILLAGE, IL 60007

3695149

PREPARED BY: LAURIE A. MC DONALD

(Space Above This Line For Recording Data)

SILl

MORTGAGE

LOAN NUMBER: 2116294 BORROWER: DMUCHOWSKI

PROGRAM: D49

THIS MORTOAGE ("Security Instrument") is given on MARCH 22, 1988 The mortgagor is EILEEN D. DMUCHOWSKI, UNMARRIED WOMEN HAVING NEVER BEEN MARRIED

("Borrower"). This Security Instrument is given to City Federal Savings Bank, which is organized and existing under the laws of the United States of America, and whose address is 600 BELMONT DRIVE IN

SOMERSEN NEW JEBSEY 08873 Lender the principal sum of Dollar (U.S. \$ EA 000 00 In This dent's evidenced by Porrower'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 Security Instrument secure) to Lender: (a) the repayment of the debl evidenced by the Note, with interest, and all renewals. extensions and modificanious; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instaument; 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 County, Illinois: property located in COOK

"SEE LEGAL DESCRIPTION, EXHIBIT A, ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF."

PERMANENT TAX INDEX NUMBER: 12-11-310-074-1029 County Clarks

which has the address of 5143 E. RIVER RD. #253

(Street)

Illinois

60656

("Property Address");

|Zip Code|

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 profits, water rights and stock and all 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."

BURROWHR 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.

ILLINOIS—single family—PHMA/FHLMC UNIFORM INSTRUMENT \$16-267-03-0666 (Front)

Form 3014 12/83

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celeration and foreclosure. If the default may require immediate payment in full may foreclose this Security Instrument	led in the notice, Lender at its option trument without further demand and	before the date specified by this Security Inst	is not cured on or of all suma secure	) !

NON-UNIPORM 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 L3 and 17 unless applicable law provides otherwise). The notice shall specify; (s) the default; (b) the action required to cure the default on ordered agree notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on ordered after acceleration and the right to result in acceleration of the regist to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the default or any other defense of Borrower to acceleration and foreclosure. If the default of all sums secured by this Security Instrument of all sums secured by this Security Instrument in full by Judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not insight to reasonable attorneys' fees and costs of title evidence.

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

10. Borrowei 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 Enstrument 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 ann dization 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 Bourd: Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and beriefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and up ee nents 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 (e) 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. Loun 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, (5) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) in 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 proording 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 theil 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 rotice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by nutice 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 and 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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requesting payment.

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. any amounts disbursed by Lender under this paragraph? Tahal become additional debi of Borrower secured by this

Lender may take action under this paragraph 7, Lender does not have to do so. in the Property. Lender's actions may include paying any sums secured by a fien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemination or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

7. Protection of Lendor's Rights in the Property; Morigans Insurance. all Borrower fails to perform the suffice title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. It this Security Instrument is on a leasehold, e. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, duringe or substantially

Instrument immediately prior to the acquisition. from danuage to the Property prior to the acquisition ahal basa to Lender to the extent of the suurs secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and inoceeds resulting ροκίδους της από αθίς οι της απουτήλ δελακίε τείεττεα το τα ρεπεκεδής είνα ο οι ορευβε της επόσης οι της δελαστίε εί

Unless, Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The so-day period will begin offeced to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore restoration or repair is not economically feasible or Lender's security would be lessered the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess pand to Borrower. If Borrower abundons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has dorrower abundons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has dorrower abundons the Property. of the Property damaged, if the restoration or repair is economically feasible and Lendo's security is not lessened. If the

Unless Lender and Borrower otherwise agree in writing, maurance proceeds shall be applied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Bortower.

Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall prompily give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the mattance All insurance policies and renewals shall be acceptable to Lender and shall melude a standard mortgage clause.

unreasonably withheld. insurance carrier providing the insurance shall be chosen by Borrow's subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the "stourts and for the periods that Lender requires. The insured against loss by fire, hazards included within the term?" extended coverage" and any other hazards for which Lender 5. Mazard Insurance. Borrower shall keep the Imprivements now existing or hereaffer erected on the Property

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prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) accures from the holder of the lien an agreement antisfactory to Lender subordinating the lien to this Security Instrument. Lender may give Borrower a notice Property is subject to a lien which may attain (riccity over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lier or more of the actions set forth above within 10 days of the meteory of the actions set forth above within 10 days of the meteory. laith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to boog in electron (d) material of eldatoposa torram a ni nell edit yd between ningino edit to inamyaq edi of gniffiw ni eserga Bortower shall promptly dischtige iny lien which has priority over this Security Instrument unless Bortower (a)

receipts evidencing the payments. pay them on time directly to the person owed payment. Borrower shall prompily furnish to Lender all notices of amounts to be paid under this paragraph. If the traver makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligate one in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall Property which may attain privitly over this Security instrument, and leaschold payments or ground rents, if any,

♣. Charges; Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

inhan immediately intor to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a secult against the same secured by this Security Instrument.

3. Application as an experiments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 stall to application first, to late charges due under the Note; second, to prepayment charges due under the Note; second, to prepayment charges due under the Note; third, to amount, payable under paragraph 2; fourth, in interest due; and last, to principal due.

Note; third, to amount, payable under paragraph 3; fourth, charges, and last, to principal due. any Funds held in Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

Upon Bayment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower amount necessary to make up the deficiency in one or more payments as required by Lender.

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

this Security Instrument. 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 debits to the Funds made. The Funds are pledged as additional security for the sums secured by requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 permits 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 state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. 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, if any. These items are called "escrow items." Lender may estimate the Funds due on the house of current data and seament of the Funds of the to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

3. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay 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 Mote and any prepayment and late charges due under the Mote.