3698031

UNOPPONDIANT ROBPY 3 1

THIS CONDOMINIUM RIDER is made this 31ST 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 MERITOR MORTGAGE CORPORATION — CENTRAL (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 641 SCHOONER POINT SCHAUMBURG ILLINOIS 60194
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: DUNBAR LAKES [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 are all dues and assessments imposed pursuant to the Constituent Documents. B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" paicy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, it the periods, and against the hazards Lender requires, including fire and hazards 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 insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common eigeneits, 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 Liability Insurance. Borrower sign! Take such 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 a security 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 I roject, 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 Document, if the provision is for the express benefit of Lender; (iii) 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 instrance coverage maintained by the Owners Association unacceptable to Lender. F. Remedies. If Borrower does not pay condominium dues and assessments when due, then hender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured 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 equisting payment. By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.
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KATHLEEN M. BALEK	·Borrow

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UNOFFICIAL C

	_ (ITEM 1.
UNIT	104C	as described in survey delineated on and attached to and a part of Declaration of Condominium Ownership registered on
ot	May	. 19 75 Document Number 2808762
	2.278%	— ITEM 2

An Undivided

interest (except the Units delineated and described in said survey) in and to the following Described Premises: -

that part of LOT FOUR (4) in Dunber Jakes being a Subdivision in the North Half (8) of Section 23, Township 4) North, Range 10, East of the Third Princips Meridian, beginning at a point in the East line of Lot 4 aforesaid, 704.32 feet, South 00 degrees 41 minutes 18 seconds west from the Northeast corner thereof; thence South 00 degrees 41 minutes 18 seconds West along said East line 2 0.00 feet to the Southeast corner thereof; thence North 86 degrees 18 minutes 42 seconds West along the Southerly line of Lot 4 eforesaid 319.93 feet to a point of curvature in said Southerly line; thence continue Westerly along said Southerly line and its extension thereof (being an arc convex Southerly and having a radius of 907.41 feet) for a distance of 316.75 feet to a point of tangency (said point hereinafter referred to a point "A"; thence North 66 degrees 18 minutes 42 seconds West along the tangent of last described arc for a distance of 89.01 feet to a point of carvature; thence Northwesterly along an arc convex Southwesterly and having a radius of 200.00 feet for a distance of 233.83 feet to a point of tangency; thence North DD degrees 40 minutes 28 seconds East along the tangent to last describer arc for a distance of 183.09 feet to a point of curvature; thence Northerly along an arc convex Easterly and having a addus of 300.00 feet for a distance of 51.16 feet to a point of tangency; thence North 09 degrees 05 minutes 50 s.c. mis West along the tangent to last described arc for a distance of 101.80 feet to a point in the Northerly line of Lot A aforesaid (being also the Southerly line of Lakeland Drive); thence Easterly along said Northerly line being an arc curvex Southeasterly and having a radius of 1040.00 feet for a distance of 281.08 feet to a point (hereinafter referred to 15 point "B") thence continue along said arc and Northerly line for a distance of 311.00 feet to a point of tangency therein; thence North 50 degrees 40 minutes 57 seconds East along the tangent to last described arc for a distance of 42.16 feet to a point of curvature; thence Easterly along an arc convex Northerly and having a radius of 285,00 feet for a distance of 199,00 feet to a point of tangency; thence South 89 degrees 18 minutes 42 seconds East along the tangency of last described arc for a distance of 101.69 feet to the Northeast corner of Lot 4 aforesaid; thence South 00 degrees \$1 minutes 18 seconds West along the East line of Lot 4 aforesaid 704.32 feet to the point of beginning, excepting in rear orm that part lying Easterly of a line described as follows-Beginning at a point "A" hereinbefore described; thence forth 38 degrees 44 minutes 38 seconds East 149,61 feet; thence North 00 degrees 40 minutes 28 seconds East 240,00 teet; thence North 09 degrees 05 minutes 50 seconds West 277.52 feet to Point "B" hereinbefore described. .

Property of Coof County Clark's Office

3698031

PREPAREI) BY	AND I	RETURN	TO:		
MERITOR	MORT	GAGE	CORPOR	ATION-C	CENTRAL	
1375 E.	WOOD	FIELI	ROAD	SUITE	390	
SCHAUMBU	JRG,	IL (50173		/	
				/		
				U	17	

 [Space Above This Line For Recording Data] 145998-8 MORTGAGE THIS MORTGAGE ("Security Instrument") is given on MARCH 31

19.88. The more gor is KATHLEEN M. BALEK. NIMARRENEE Spinster under the laws of ... STATE ..OF ... MINNESOTA, and whose address is444...CEDAR..STELFE,...STE....2300,...ST....PAUL.MINNESOTA,..MN....55101-2199.......("Lender"). 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 performing 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 COUK. County, Illinois: SEE ATTACHED FOR LEGAL DESCRIPTION PERMANENT INDEX NUMBER: 07-23-101-007-1002

THE MORTGAGE MAY COLLECT A "LATE CHARGE" NOT TO EXCEED FOUR CENTS (4¢) FOR EACH DOLLAR (\$1) OF EACH PAYMENT MORE THAN FIFTEEN (15) DAYS IN ARREARS TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PAYMENTS.

THIS IS A PURCHASE MONEY MORTGAGE AND IS GIVEN IN SECURE A LOAN WHOSE PROCEEDS HAVE BEEN USED TO PAY ALL OR PART OF THE PURCHASE PRICE OF THE PROPERTY DESCRIBED HEREIN Clort's Office BY THE UNDERSIGNED MORTGAGOR AS PURCHASER.

which has the address of 641 SCHOONER POINT , SCHAUMBURG

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."

BORROWER COVENANTS that Borrower is lawfully seised 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

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.

	UNOFFICIAL COPY
	13C3 APR -4 PM 4: 24
	HARRY (BUS) YOUREILL RECOSTRAR OF TITLES
	PERSON STATE OF THE PROPERTY O
- TER	SS
\$ 500 m	Notary Public
1/2	My commission expires: MW/2/4/1/
	Civen under my hand and official seal, this day of ind of 1
	therein set forth.
	instrument as hof free and voluntary act, for the used and purposes
	name(s) Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that She signed and deline ed the said
	name(s) / S subscribed to the foregoing instrument, appeared before me this
	and state, do hereby certify that KOMNOO IVI. Caled. A
	I, MANCH H. Hall b. a Notary Public in and for said county
	1
	STATE OF ILLINOIS, (Space Below Tar Live For Acknowledgment)
	(\$52)
	KATHLEEN M, BALEK —Bortower
	Instrument and in any rider(s) execu ed by Borrower and recorded with it.
	BY SIGNING BELOW, Ler ower accepts and agrees to the terms and covenants contained in this Security
	Graduated Poument Rider
	Instrument, [Check arplicable box(es)] Adjustab : An 'e Rider X Condominium Rider
	23. F. d. rs to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security and recorded shall amend and spart of this Security and after 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
	21. Release: Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, Lender shall release this Security Instrument without charge to Borrower Porrower shall pay any recordation costs. 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
	costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's found and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
	prior to the expiration of any period of redemption following judicials asle, 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
	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' fnes and costs of title evidence. 20. Lender in Possession. Upon acceleration under paragraph if or abandonment of the Property and at any time
	existence of a default or any other defence 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 by judicial proceeding, this Security Instrument by judicial proceeding.
	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-
	unless applicable law provides otherwisel. 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
	19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's oreach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17

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

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 cettle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is cut orized 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 clithe monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower of 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 sperate 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's Diccessors in interest. Any forbarance 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 Borrow, 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 a greements 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 1e and to the terms of this Security Instrument or the Note without

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) Pay such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charges 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.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. 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 and 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 Porrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender will en 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 Las rument 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 Institute 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.

requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

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 may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender do as lien which has priority over this Security Lender does not have to do so.

Lender may take actions under this paragraph? Lender does must entering on the Property to make repairs. Although Lender may take around a ground the property of the Property of the Security Library and Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph? Shall become additional debt of Borrower secured by this Security Instrument. Indeed, the Shall bear interest from Security Instrument. Indeed amounts shall bear interest from Security Instrument. render's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or tee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance.

11 Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect to evenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect to evenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect to evenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect to evenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect.

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. If this Security Instrument is on a leasehold, Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds, Borrower shall not destroy, damage or substantially

postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If from the property is acquired to the property is acquired by Lender, Borrower's right to any increase and or occeds resulting from damage to the Property prior to the acquirition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquiritions and only the secured by this Security Instrument immediately prior to the acquiritions. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the process to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 3d say period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender has the insurance carrier has Unless Lender and Borrower otherwise agree in writing, insurance proceed, stall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible or Lender's security would be lessened, the insurance proceeds shall be 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 applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If

carrier and Lender. Lender may make proof of loss if not made promptly by Borryy

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender a shall have the right to hold the policies and renewals. If Lender require, 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

unreasonably withheld.

insured against loss by fire, hazards included within the term exten led 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 shall be chosen by Botro ver subject to Lender's approval which shall not be 5. Hazard Insurance. Borrower shall keep the in oro ements now existing or hereafter erected on the Property

of the giving of notice. agreement satisfactory to Lender subordinating the Yer of this Security Instrument. If Lender determines that any part of increment satisfying the lien. Borrower shall satisfy the lien or ske one or more of the actions set forth above within 10 days notice identifying the lien. Borrower shall satisfy the lien or ske one or more of the actions set forth above within 10 days Borrowers that promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation ceured 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; opinion operate to prevent the choice of the lien and part of the lien and part of the lien and the choice of the lien and prevent the choice of the lien and part of the lien of the lien of the lien of the lien and part of t

receipts evidencing the payments. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, 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 all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender 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,

Note; third, to amounts payabe under paragraph 2; fourth, to interest due; and last, to principal due.

amount of the runds need by Lender is not sumetent to pay the section 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 to make up the deficiency in one or more payments as required by Lender shall promptly refund to Borrower any Funds held by Lender shall spring the Broperty is sold or acquired by Lender shall apply, no later than immediately rich to the sale of the Property is sold or acquired by Lender shall apply, no later application as a c.e., it gainst the sums secured by this Security Instrument.

3. Application as a c.e., it gainst the sums secured by this Security Instrument.

3. Application as a c.e., it gainst the sums secured by this Security Instrument.

3. Application as a c.e., it gainst the sums secured by this secured by Lender under the paragraphs I and 2 are applied; first, to late charges due under the Mote; second, to prepayment charges due under the Mote; third, to amounts payab e under paragraph 2; fourth, to interest due; and last, to principal due.

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, this Security Instrument.
If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

purpose for which each debit to the Funds was 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 shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the 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 may abortower 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 Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law 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 have insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the passing of our day and resemble or through the payments of future of future or the rents and resemble or the rents are called "escrow items." Lender may estimate the Funds due on the Lands for Laxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Leader on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. UNIFORM COVENAUTS. Borrower and Lender covenant and sares as follows:

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due