

UNOFFICIAL COPY

3707645

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."

60091 Illinois (Zip Code) ("Property Address") which has the address of 604 RIDGE ROAD (Street) WILMETTE (City)

THAT PART OF LOTS 43 AND 44 (EXCEPT THE SOUTH 20 FEET THEREOF), TAKEN AS A SINGLE TRACT, LYING EAST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID TRACT, 83.09 FEET EAST OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE SOUTH LINE OF SAID TRACT 82.61 FEET EAST OF THE SOUTH-WEST CORNER THEREOF (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE WEST ON THE NORTH LINE THEREOF, 32.27 FEET; THENCE SOUTH, 37.18 FEET TO A POINT 32.49 FEET WEST OF THE EAST LINE OF SAID TRACT; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID TRACT, 2.15 FEET; THENCE SOUTH 4.72 FEET TO A POINT 30.07 FEET WEST OF THE EAST LINE OF SAID TRACT; THENCE EAST, 30.07 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 41.90 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE NORTH ON THE EAST LINE OF SAID TRACT, 41.90 FEET TO THE PLACE OF BEGINNING), IN DEAN'S ADDITION TO WILMETTE, A SUBDIVISION OF THE NORTH 350 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IDENTICAL WITH LOT 13, IN THE COUNTY CLERK'S DIVISION IN THE NORTHEAST FRACTIONAL 1/4 OF SAID FRACTIONAL SECTION 33, AFORESAID, ACCORDING TO THE PLAT OF SAID ADDITION RECORDED DECEMBER 5, 1892, AS DOCUMENT NUMBER 1780504 IN BOOK 58 OF PLATS, PAGE 9, IN COOK COUNTY, ILLINOIS.

located in COOK County, Illinois. THAT PART OF LOTS 43 AND 44 (EXCEPT THE SOUTH 20 FEET THEREOF), TAKEN AS A SINGLE TRACT, LYING EAST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID TRACT, 83.09 FEET EAST OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE SOUTH LINE OF SAID TRACT 82.61 FEET EAST OF THE SOUTH-WEST CORNER THEREOF (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE WEST ON THE NORTH LINE THEREOF, 32.27 FEET; THENCE SOUTH, 37.18 FEET TO A POINT 32.49 FEET WEST OF THE EAST LINE OF SAID TRACT; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID TRACT, 2.15 FEET; THENCE SOUTH 4.72 FEET TO A POINT 30.07 FEET WEST OF THE EAST LINE OF SAID TRACT; THENCE EAST, 30.07 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 41.90 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE NORTH ON THE EAST LINE OF SAID TRACT, 41.90 FEET TO THE PLACE OF BEGINNING), IN DEAN'S ADDITION TO WILMETTE, A SUBDIVISION OF THE NORTH 350 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IDENTICAL WITH LOT 13, IN THE COUNTY CLERK'S DIVISION IN THE NORTHEAST FRACTIONAL 1/4 OF SAID FRACTIONAL SECTION 33, AFORESAID, ACCORDING TO THE PLAT OF SAID ADDITION RECORDED DECEMBER 5, 1892, AS DOCUMENT NUMBER 1780504 IN BOOK 58 OF PLATS, PAGE 9, IN COOK COUNTY, ILLINOIS.

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 JUNE 1, 2018. 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.

19 88 The mortgagor's AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 28, 1988, AND KNOWN AS TRUST NUMBER 104988-06 ("Borrower"). This Security Instrument is given to NORTH SHORE MORTGAGE AND FINANCIAL SERVICES, INC., ITS SUCCESSORS AND/OR ASSIGNS which is organized and existing under the laws of THE STATE OF ILLINOIS 549 LINCOLN AVENUE WINNETKA, ILLINOIS 60093 Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 Dollars (U.S. \$ 150,000.00 ). This debt is evidenced by Borrower's note

11-113331-3 MORTGAGE [Space Above This Line For Recording Data] 11-113331-3

3707645

THE GUARANTY CORP # C-2900000000  
of the Guaranty Corp

# UNOFFICIAL COPY

NON-UNIFORM COVENANTS Borrower and Lender in the covenant are agreed 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.

(Seal)  
Borrower

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right of security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

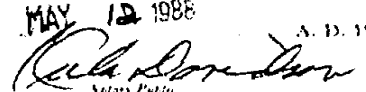
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
As Trustee as aforesaid and not personally.

By:   
ATTEST:   
Assistant Secretary

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, KULA DAVIDSON, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that SUZANNE G. BAKER, Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and J. MICHAEL WEISLER, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Kula Davidson, Notary Public, State of Illinois, My Commission Expires 12/26/90

Notary Public, State of Illinois, My Commission Expires 12/26/90, day of MAY 12 1988, A. D. 19 1988  
  
Notary Public

RICHARD NASH  
WINNETKA, IL 60093

RECORD AND RETURN TO:

NORTH SHORE MORTGAGE AND  
FINANCIAL SERVICES, INC.  
549 LINCOLN AVENUE  
WINNETKA, ILLINOIS 60093

BOX 169

3707645  
as contained in this instrument to the contrary  
it will be subject to the provisions of the Trust  
attached hereto and made a part hereof.

The terms and conditions  
governing this act  
are in the accompanying Rider

3707645

3707645

C-29087 Title Identified  
TITLE GUARANTEE CORP #

(Space Above This Line For Recording Data)

MORTGAGE

11-113331-3

THIS MORTGAGE ("Security Instrument") is given on MAY 12 19 88 The mortgagor is AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 28, 1988, AND KNOWN AS TRUST NUMBER 104988-06

("Borrower"). This Security Instrument is given to NORTH SHORE MORTGAGE AND FINANCIAL SERVICES, INC., ITS SUCCESSORS AND/OR ASSIGNS which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 549 LINCOLN AVENUE WINNETKA, ILLINOIS 60093 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND AND NO/100

Dollars (U.S. \$ 150,000.00). 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 JUNE 1, 2018. 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:

THAT PART OF LOTS 43 AND 44 (EXCEPT THE SOUTH 20 FEET THEREOF), TAKEN AS A SINGLE TRACT, LYING EAST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID TRACT, 83.09 FEET EAST OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE SOUTH LINE OF SAID TRACT 82.61 FEET EAST OF THE SOUTH-WEST CORNER THEREOF (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE WEST ON THE NORTH LINE THEREOF, 32.27 FEET; THENCE SOUTH, 37.18 FEET TO A POINT 32.49 FEET WEST OF THE EAST LINE OF SAID TRACT; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID TRACT, 2.45 FEET; THENCE SOUTH 4.72 FEET TO A POINT 30.07 FEET WEST OF THE EAST LINE OF SAID TRACT; THENCE EAST, 30.07 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 41.90 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE NORTH ON THE EAST LINE OF SAID TRACT, 41.90 FEET TO THE PLACE OF BEGINNING), IN DEAN'S ADDITION TO WILMETTE, A SUBDIVISION OF THE NORTH 330 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IDENTICAL WITH LOT 13, IN THE COUNTY CLERK'S DIVISION IN THE NORTHEAST FRACTIONAL 1/4 OF SAID FRACTIONAL SECTION 33, AFORESAID, ACCORDING TO THE PLAT OF SAID ADDITION RECORDED DECEMBER 5, 1892, AS DOCUMENT NUMBER 1780504 IN BOOK 58 OF PLATS, PAGE 9, IN COOK COUNTY, ILLINOIS.

05-33-208-042

which has the address of 604 RIDGE ROAD WILMETTE

Illinois 60091 ("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."

BORROWER 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.

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UNOFFICIAL COPY

WINNETKA, ILLINOIS 60093  
549 LINCOLN AVENUE  
FINANCIAL SERVICES, INC.  
NORTH SHORE MORTGAGE AND

PREPARED BY:  
RICHARD NASH  
WINNETKA, IL 60093  
RECORD AND RETURN TO:

Box 169

Notary Public

My Commission expires:

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

set forth.

signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he /SHE

personally known to me to be the same person(s) whose name(s) IS

do hereby certify that

I,

STATE OF ILLINOIS,

County ss:

a Notary Public in and for said county and state.

[Space Below This Line For Acknowledgment]

(Seal)  
-Bottom

TRUST NUMBER 104988-06  
DATED APRIL 28, 1988, AND KNOWN AS (Seal)  
OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT

AMERICAN NATIONAL BANK AND TRUST COMPANY

REAL ESTATE GROUP  
1820 S. ...  
Evanston, IL 60201

Order #

29003

Handwritten initials/signature

707645

707645

Handwritten number: 2/1324533

NOTICE: BORROWERS, BORROWER AND LENDER FURTHER GOVERN 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;

Property of Cook County Clerk's Office

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 laws 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 Reinstato.** 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.

# UNOFFICIAL COPY

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower and Lender covenant and agree as follows: the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note 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-half of (a) yearly taxes and assessments which may attach priority over this Security Instrument; (b) yearly leasehold payments or ground rent 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, unless 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 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, liens and impositions attributable to the Property which may attach 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 to whom 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 his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or, if 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 amount 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 is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If 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 at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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