

# UNOFFICIAL COPY

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## Tinley Park Bank

MEMBER F.D.I.C.

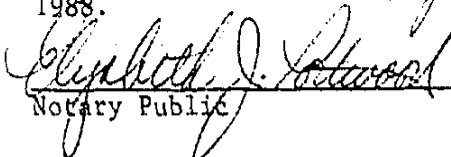
### AFFIDAVIT

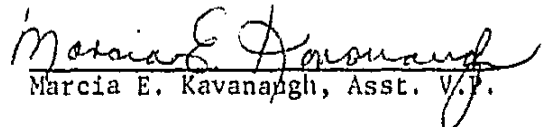
MARCIA E. KAVANAUGH, being first duly sworn on oath, deposes and states as follows:

1. That she is employed by TINLEY PARK BANK as Assistant Vice President;
2. She is authorized by TINLEY PARK BANK to make this affidavit;
3. As Assistant Vice President, she is familiar with commercial loan files of TINLEY PARK BANK;
4. That the loan instrument attached to this affidavit has been in TINLEY PARK BANK's possession since the execution of same;
5. That the terms and conditions of encumbrance have not changed since the date of the loan instrument;
6. That the marital status of the parties in the loan instrument have not changed since the date of said loan instrument;
7. Said loan instrument was delivered by grantor to TINLEY PARK BANK;
8. That TINLEY PARK BANK inadvertently failed to file said instrument in a timely manner;
9. That TINLEY PARK BANK makes this affidavit in order to induce the Registrar of Titles to accept said instrument for Registration with it;
10. That TINLEY PARK BANK will hold harmless the Registrar of Titles and will indemnify the Registrar of Titles of and from claims which may arise as a result of the Registrar accepting for Registration said instrument;
11. Affiant further sayeth not.

" OFFICIAL SEAL "  
ELIZABETH J. PORTWOOD  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/31/81

Subscribed and Sworn to before  
me this 6th day of May,  
1988.

  
Notary Public

  
Marcia E. Kavanaugh, Asst. V.P.

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STATE OF ILLINOIS ]  
] SS  
COUNTY OF COOK ]

## AFFIDAVIT

GARRETT N. VOOGT and GARY W. VOOGT, being first duly sworn on oath state as follows:

- 1) On April 25, 1985, as President and Vice President, respectively, they executed a Note in the principal amount of \$35,594.29, on behalf of G & G Maintenance, Inc. The principal balance now due and owing under said Note is \$ 20,339.65.
- 2) On April 25, 1985, as Vice President and President, respectively, they executed a Note in the principal amount of \$35,594.99, on behalf of Prescription Computer Store, D/B/A Micro Age Computer Store. The principal balance now due and owing under said Note is \$ 20,271.65.
- 3) On April 25, 1985, as Vice President and President, respectively, they executed a Note in the principal amount of \$51,695.83, on behalf of RX Computer, Inc., D/B/A Micro Age Computer Store. The principal balance now due and owing under said Note is \$ 30,156.13.
- 4) On April 25, 1985, as President and Vice President, respectively, they executed a Note in the principal amount of \$96,660.10, on behalf of G & G Maintenance, Inc. The principal balance now due and owing under said Note is \$ 55,239.58.
- 5) On July 28, 1987, as Vice President and President, respectively, they executed a Note in the principal amount of \$100,000.00, to secure a line of credit, on behalf of Prescription Computed Store, D/B/A Micro Age Computer Store. The principal balance now due and owing under said Note is \$ 45,000.00.
- 6) On July 28, 1987, as Vice President and President, respectively, they executed a Note in the principal amount of \$100,000.00, to secure a line of credit, on behalf of RX Computer, Inc., D/B/A Micro Age Computer Store. The principal balance now due and owing under said Note is \$ 42,000.00.
- 7) On July 28, 1987, as Vice President and President, respectively, they executed a Note in the principal amount of \$100,000.00, to secure a line of credit, on behalf of TEK Solutions, Inc., D/B/A Micro Age Computer Store.
- 8) That all of the foregoing Notes are valid and subsisting debts.

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- 9) That this Affidavit is made for the purpose of inducing the Registrar of Titles to accept for registration a certain Torrens Mortgage dated July 28, 1987, with GARY W. VOOGT and CYNTHIA A. VOOGT his wife, as Mortgagors, and TINLEY PARK BANK as Mortgagee covering certain real property more specifically described in Exhibit "A" which is attached hereto and made a part hereof.
- 10) That affiants, and their successors and assigns, will at all times indemnify and save harmless the Registrar of Titles of Cook County, Illinois, against all loss or damage to him arising by reason of accepting a Mortgage for registration which secures Notes dated prior to the date thereof.

*Gary W. Voogt, President*  
\_\_\_\_\_  
GARY W. VOOGT  
*Garrett N. Voogt, V.P.*  
\_\_\_\_\_  
GARRETT N. VOOGT

Subscribed and sworn to before  
me this 7<sup>th</sup> day of May,  
1988.

*Elizabeth J. Portwood*  
\_\_\_\_\_  
Notary Public  
OFFICIAL SEAL  
ELIZABETH J. PORTWOOD  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/3/91

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RIDER "A" 0 3 7 0 7 8 2 4

## LEGAL DESCRIPTION

LOT 25 IN BLOCK 3 IN LANCASTER HIGHLANDS UNIT NUMBER 2, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH WEST 1/4 THENCE SOUTH 00 DEGREES, 00

MINUTES, 09 SECONDS WEST ALONG THE WEST LINE OF THE SAID NORTH WEST 1/4 A DISTANCE OF 879.85 FEET, MORE OR LESS, TO THE SOUTH WEST CORNER OF LANCASTER HIGHLANDS UNIT NUMBER 1; THENCE NORTH 89 DEGREES, 59 MINUTES, 51 SECONDS EAST ALONG THE SOUTH LINE OF SAID LANCASTER HIGHLANDS UNIT NUMBER 1, 700.22 FEET; THENCE NORTH 66 DEGREES, 12 MINUTES, 43 SECONDS 43.74 FEET; THENCE NORTH 46 DEGREES, 06 MINUTES, 59 SECONDS EAST 140.00 FEET; THENCE NORTH 45 DEGREES, 38 MINUTES, 27 SECONDS EAST 60.00 FEET; THENCE NORTH 46 DEGREES, 06 MINUTES, 59 SECONDS EAST 115.00 FEET TO THE SOUTH EAST CORNER OF SAID LANCASTER HIGHLANDS UNIT NUMBER 1; THENCE SOUTH 43 DEGREES, 53 MINUTES, 01 SECONDS EAST 299.90 FEET; THENCE SOUTH 37 DEGREES, 58 MINUTES, 52 SECONDS EAST 59.93 FEET; THENCE SOUTH 34 DEGREES, 57 MINUTES, 44 SECONDS EAST 52.90 FEET; THENCE NORTH 80 DEGREES, 50 MINUTES, 05 SECONDS EAST 33.00 FEET; THENCE SOUTH 09 DEGREES, 09 MINUTES, 55 SECONDS EAST 128.34 FEET; THENCE SOUTH 11 DEGREES, 32 MINUTES, 43 SECONDS EAST 60.05 FEET; THENCE SOUTH 09 DEGREES, 09 MINUTES, 55 SECONDS EAST 133.65 FEET; THENCE SOUTH 80 DEGREES, 50 MINUTES, 05 SECONDS WEST 342.70 FEET; THENCE SOUTH 89 DEGREES, 49 MINUTES, 40 SECONDS WEST 248.25 FEET; THENCE NORTH 66 DEGREES, 26 MINUTES, 35 SECONDS WEST 80.47 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 09 SECONDS WEST 115.74 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 51 SECONDS WEST 668 FEET, MORE OR LESS TO THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES, 00 MINUTES, 09 SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER SECTION 290.00 FEET MORE OR LESS TO THE POINT OF BEGINNING ACCORDING TO THE PLAT OF SAID LANCASTER HIGHLANDS UNIT NUMBER 2 REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 17, 1968 AS DOCUMENT NUMBER 2393498.

5/13/88  
Proprietor  
Address  
1239 634  
Old CR #

Permanent Index No.: 28-29-105-025-0000  
Commonly-Known As: - 6220 Carlsbad Drive, Tinley Park, Illinois

Office

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Property of Cook County Clerk's Office

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 15 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

3707824

This instrument was prepared by:

Bette Portwood  
(Name)  
16255 S. Harlem, Tinley Park, IL  
(Address)

THIS IS A JUNIOR MORTGAGE

MORTGAGE

TORRENS

THIS MORTGAGE is made this 28th day of July 1987, between the Mortgagor, GARY W. VOOGT AND CYNTHIA A. VOOGT, HIS WIFE (herein "Borrower"), and the Mortgagee, Tinley Park Bank, a corporation organized and existing under the laws of Illinois, whose address is 16255 S. Harlem, Tinley Park, IL 60477 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Various notes Dollars, which indebtedness is evidenced by Borrower's note dated See Below (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

To SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest hereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

\*The term "Borrower" as used herein shall mean any of G&G Maintenance, Inc., The Prescription Computer Store, Inc., R.X. Computer Store, Inc., and TEK Solutions, Inc. The Mortgagor is granting this Mortgage in order to secure the indebtedness of each of G&G Maintenance, Inc., the Prescription Computer Store, Inc., R.X. Computer Store, Inc., and TEK Solutions, Inc. to the Tinley Park Bank (the "Bank").

\*\*The term "Note" is used herein shall mean the following indebtedness and any extensions or renewals thereof; the indebtedness of G&G Maintenance, Inc. as evidenced by a promissory note dated April 25, 1985 in the face amount of \$96,669.10 and another promissory note dated April 25, 1985 in the face amount of \$35,594.29; the indebtedness of the Prescription Computer Store, Inc. as evidenced by a promissory note dated April 25, 1985 in the face amount of \$35,594.29 and a Line of Credit evidenced by a master note dated July 28, 1987 in the face amount of \$100,000.00; and the indebtedness of R.X. Computer Store, Inc. as evidenced by a promissory note dated April 25, 1985 in the face amount of \$51,695.83 and a Line of Credit evidenced by a master note dated July 28, 1987, in the principal amount of \$100,000.00 and the indebtedness of TEK Solutions, Inc. as evidenced by a Line of Credit as evidenced by a master note dated July 28, 1987 in the principal amount of \$100,000.00.

which has the address of 6220 Carlsbad Tinley Park Illinois 60477 (herein "Property Address");

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

NOTE IDENTIFIED

Copy of all notes  
filed together

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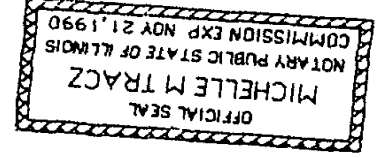
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12-39634  
NEW DUPLICATE

Tinley Park Bank  
16255 S. Harlem Ave  
Tinley Park, IL 60417

MAY 31 1987  
HARRY BUSH  
NOTARY PUBLIC

(Space Below This Line Reserved For Lender and Recorder)



*Michelle M Tracz*  
Notary Public

My Commission expires:

Given under my hand and official seal, this 28th day of July, 1987.

set forth.

signed and delivered the said instrument as their 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 they

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

do hereby certify that GARY W. VOOGT and CYNTHIA A. VOOGT

I, THE UNDERSIGNED, a Notary Public in and for said county and state,

COOK County ss:

*GARY W. VOOGT*  
GARY W. VOOGT  
Borrower

*CYNTHIA A. VOOGT*  
CYNTHIA A. VOOGT  
Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage

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

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may

make Future Advances secured by this Mortgage, with interest thereon, shall be secured by this Mortgage, when

evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the

indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this

Mortgage, exceed the original amount of the Note plus US \$ 5,000.00.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18

hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof 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

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**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on any Future Advances secured by this Mortgage.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attach prior to this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender or requesting payment hereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise 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 Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

**4. Charges; Taxes.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

**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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such apparatus, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of a reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage as if the rider were a part hereof.

**8. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

**9. Acquisition.** If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

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