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(E) Effective Date of Changes

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

(F) Notice of Changes

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

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument shall remain in full force and effect until the Lender (mortgagee) assigns his interest in the Security Instrument to FNMA or FHLMC Upon assignment Uniform Covenant 17 of the security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, 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. Lender also suall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require imagdiate payment in full, Lender shall give Borrower notice of acceleration. The notice shell provide a period of not less than 30 days from the date the notice is delivered or mailed vichin which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

Maun (Seal) Borrower

Catherine A. Braun, His Wife Borrower

UNOFFICIAL, COPY 9009-1708672

ADJUSTABLE RATE RIDER (7th District Monthly Average Cost of Funds --- Rate Caps)

THIS ADJUSTABLE	RATE RIDER	t is made	this	20th	day
of May	, 1988 ,	and is inc	orporated	into and sl	hall be deemed
to amend and supplement	the Mortgage,	Deed of T	rust or Se	curity Deed	(the "Security
Instrument") of the same Borrower's Adjustable Rat "Lender") of the same of	date given by	y the undg	rsigned, (the "Barrow	er") to secure
Borrower's Adjustable Rat	e Note (the "l	Note") to [orth Shor	re Savings	and (the
"Lender") of the same of	late and cover	ring the p	roperty	lescribed in	the Security
Instrument and Located at:					

4359 Wagman, Uak Forest, Illinois 60452
(Property Address)

The Note contains provisions allowing for changes in the interest rate and the monthly payment. The Note limits the amount the Borrower's interest rate can change at any one time and the maximum rate the Borrower must pay.

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

A. INTEREST PATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.50----%. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate 1 will pay may change on the first day of June, 19 57, and on that day every 12 th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the 7th District Monthly Average Cost of Funds published by the Federal Home Loan Bank of Chicago. The most recent Index ligure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two And Three Quarters percentage points(s) (2.75----%) to the Current Index. The Note Holder will then round the result of this addition to he nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

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3710239

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 20th 19 88 The mort gugor is Walter J. Braun & Catherine A. Braun, His Wife

("Borrower"). This S cuity Instrument is given to North Shore Savings and Loan Association

which is organized and existing under the laws of The State of Wisconsin

, and whose address is

1570% Fluemound Road, Brookfield, Wisconsin 53005

("Lender").

Borrower owes Lender the principal sum of Seventy One Thousand And No/100-----

-----Dollars (U.S. \$71,000.00-----). 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 paid earlier, due and payable on Unre 1, 2018

This Security Instrument secures to Lender: (a) the repayment of the deby denced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with in crest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrow it'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

County, Illinois located in

Lot Three Hundred Fifteen (315) in Fieldrrest Fifth Addition, a Resubdivision Lot Three Hundred Fifteen (315) in Fieldcrest Fifth Addition, a Resubdivision of Lots 2 to 27, inclusive, in Block 12; Lots 2 to 28 inclusive in Block 13; Lots 2 to 31 inclusive, in Block 14; and Lots 1 to 18 inclusive, in Block 15; in Willowwick Estates, being a Subdivision of part of the South West Quarter(%) and part of the South East Quarter(%) North of Indian Boundary Line, of Section 22, Township 36 North, Range 13, East of the Third Principal Meridian, according to Plat of said Fieldcrest Fifth Addition registered in the office of the Registrar of Titles of Cook County, Illinois, of October 3, 1962, as Document Number LR2058774.

Tax #28-22-410-046 This instrument was prepared by: Sue Janachowski For

North Shore Savings & Loan Association 15700 Bluemound Road Return to:

Brookfield, Wisconsin 53005

which has the address of

4359 Wagman

(Street)

Illinois

lote identific

60452 [Zip Code]

("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 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 unencombered, 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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	his day in person, and acknowledged that the y	appeared before me t	oregoing instrument,	subscribed to the l
	o pe the same person(s) whose name(v) 2 m3			اً المسائِق المسائِق المسائِق المسائِق ا
	of A. Braun, His Wife	iraun & Catherii		do hereby certify
	County ss: , a Notary Public in and for said county and state,		nndersigned	STATE OF ILLINOIS I, the
			•	104111 30 31413
	For Acknowleugment!	- (Space Below This Line		
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	(Seal)	\Rightarrow		
	atherine A. Braun, His Wife	20 9		
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	Ster J. Braun (Seal)			
	ai diw b	r Borrower and records	any rider(s) executed o	ni bas rasmurteal
	the terms and covenants contained in this Security	of sooter: bus stonnes		
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		muinimobno	tabiA an. 9 al	datau(bA X)
	strument as if the rider(s) were a part of this Security	nl yihusə2 sidi lo sin	k applicable box(es)]	or odi inomoloque
	mestead exemption in the Property. lets are executed by Borrower and recorded together with such rider shall be incorporated into and shall amend and	ment. If one or more rid	o this Security Instrui	23. Riden
		Borrower shall pay any	it charge to Borrower.	Instrument withou
	cluding, but not limited to, receiver's fees, premiums on ims secured by this Security Instrument.	d collection of rents, ir ' fees, and then to the st	ent of the Property an id reasonable attorneys	costs of managem receiver's bonds an
	udicial sale, Lender (in person, by agent or by judicially on of and manage the Property and to collect the rents of nader or the receiver shall be applied first to payment of the	iter upon, take possessi	is of balling od llade (appointed receiver
	dence. Staph 19 or abandonment of the Property and at any time.	v a alii i o sisoo bna ee el gaad aabuu noitaaleee	reasonable attorneys' (in Possession, Upon a	but not limited to, 20. Lender
	require immediate payment in full of all sums secured by reclose this Security Instrument by Judicial proceeding. ing the remedies provided in this paragraph 19, including,	or demand and may to	dtrut suodsiw snamur:	this Security Inst
	the right to assert in the foreclosure proceeding the non- leration and foreclosure. If the default is not cured on or	e after acceleration and se of Borrower to acce	of the right to reinstation of the state of	raworroll involui Rab a to sonsteixs
	cified in the notice may result in acceleration of the sums beceding and sale of the Property. The notice shall further	n or before the date spe eclosure by judicial pro	e to cure the default o curity lastrument, for	sulint tudt (b) bau ok eidt yd berusee
	t (but not prior to acceleration under paragraphs 13 and 17 secity; (a) the default; (b) the action required to cure the is given to Borrower, by which the default must be cured; is given to Borrower,	ie). The notice shall sp	improvides otherwis	oldkoilggu esoluu
	e'rower prior to acceleration following Borrower's	nder shall give notice	ration; Remedies. Le	19. Accelo

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

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the 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 aux brized 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 Roleased; 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 Bould; 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) crees 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) ray such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such 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 stop; 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 horrower. 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 Which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument: or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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the date of disbursement at the Mote 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 Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

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

fee title shall not merge unless Lender agrees to the merger in writing. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, 5. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting

postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If 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 proceeds to restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The or-day period will begin of the Property damaged, if the restoration or repair is economically feasible and Lerde's security is not lessened. If the restoration or repair is not economically leasible or Lender's security would be lessened, he intuition to repair is not economically leasible or Lender's security would be lessened, he into the sums secured by this Security Instrument, whether or not then due, with or seess paid to borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender has the insurance carrier has offered to settle a claim. Then I ander many collection is the insurance carrier has Unless Lender and Borrower otherwise agree in writing, insurance proceeds anall be applied to restoration or repair

carrier and Lender. Lender may make proof of loss if not made promptly by Bortolyel all receipts of paid premiums and renewal notices. In the event of loss, Borrower's all give prompt notice to the memore Fonder shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld. requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance shall be chosen by Borro we subject to Lender's approval which shall not be insured against loss by fire, hazards included within the term "exten led coverage" and any other hazards for which Lender

5. Hazard Insurance. Borrower shall keep the impro ements now existing or hereafter erected on the Property of the giving of notice.

the Property is subject to a lien which may attain prionty over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien, or ake one or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the tier, it this Security Instrument. If Lender determines that any part of brevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien any Bortower shall promptly discharge any lien which has priority over this Security Instrument unless Bortower: (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

receipts evidencing the payments.

to be paid under this paragraph. It Bore was makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. It Bore was makes these payments directly, furnish to Lender all notices of amounts

Borrower shall pay these obligations or the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Note; third, to amounts payab e under paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Liens. Eornower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain princity over this Security Instrument, and leasehold payments or ground rents, if any.

Property which may attain princity over this Security Instrument, and leasehold payments or ground rents, if any.

3. Application of 1 wyments. Unless applicable him provides otherwise, all payments received by Lender under under parageaphs 1 and 2 shall be applied; first, to late charges due under the More; second, to prepayment charges due under the More; second, to prepayment charges due under the

application as a create apprint the sums secured by this Security Instrument.

any Funds held by I ender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately print to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Upon pryment in full of all sums secured by this Security Instrument, Lender shall prompily refund to Borrower

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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this Security Instrument. 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 auch an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law 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 conder 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-twellth of. (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, if any. These items are called "esertow items." Lender may estimate the Funds due on the 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note repaid 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. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due CAIRORAL COVENANTS Borrower and Lender covenant and agree as follows: