### UNQFEICHAL REPYO

| THIS CONDOMINIUM RIDER is made this  |
|--|
| and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the   |
| "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to   |
| of the same date and covering the Property described in the Security Instrument and located at:  |
| 250 Lake Blvd. #225. Buffalo Grove. Illinois 60089.  |
| 250 Lake Blvd. #225, Buffalo Grove, Illinois 60089   |
| The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project  |
| known as: Cambridge on the Lake Complex  |
| Name of Condominium Project)   |
| (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the   |
| "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also   |
| includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.   |
| CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument.  |
| Borrower and Lender further covenant and agree as follows:   |
| A. Con on inlum Obligations. Borrower shall perform all of Borrower's obligations under the Condominium  |
| Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which  |
| creates the Condo airium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall   |
| promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.  |
| B. Hazard Intura ice. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" po'ccy on the Condominium Project which is satisfactory to Lender and which provides insurance   |
| coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included   |
| within the term "extended cove age," then:   |
| (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of  |
| the yearly premium installments for hazerd insurance on the Property; and  |
| (ii) Borrower's obligation ander Uniform Covenant 5 to maintain hazard insurance coverage on the Property  |
| is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.   |
| Borrower shall give Lender prompt 1 office of any lapse in required hazard insurance coverage.   |
| In the event of a distribution of hazard incurance proceeds in lieu of restoration or repair following a loss to the   |
| Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be   |
| paid to Lender for application to the sums secured by in Security Instrument, with any excess paid to Borrower.  |
| C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners   |
| Association maintains a public liability insurance policy acrepts ble in form, amount, and extent of coverage to Lender.   |
| D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or at y part of the Property, whether of the unit or of the common  |
| elements, or for any conveyance in lieu of condemnation, are negety assigned and shall be paid to Lender. Such proceeds  |
| shall be applied by Lender to the sums secured by the Security Institute, at a provided in Uniform Covenant 9.   |
| E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written   |
| consent, either partition or subdivide the Property or consent to:   |
| (i) the abandonment or termination of the Condominium Project, except for abandonment or termination   |
| required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or   |
| eminent domain:  |
| (ii) any amendment to any provision of the Constituent Documents i he provision is for the express benefit of  |
| Lender;  |
| (iii) termination of professional management and assumption of self-management of the Owners Association;  |
| or and the second secon |
| (iv) any action which would have the effect of rendering the public liability in a rance coverage maintained by  |
| the Owners Association unacceptable to Lender.  F. Remedies. If Borrower does not pay condominium dues and assessments when due, then bonder may pay them.   |
| Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security  |
| Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear integer; from the date of   |
| disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.   |
|  |
| By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.   |
|  |

# UNOFFICIAL COPY

#### ITEM 1

UNIT 25 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 11TH DAY OF AUGUST, 1971 AS DOCUMENT NUMBER 2574094 AND AMENDMENT THEREOF TO SHOW THE PROPERLY DESIGNATED UNIT NUMBERS, REGISTERED ON OCTOBER 5, 1971 AS DOCUMENT NUMBER 2585560.

AN UNDIVIDED 2.17031% INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES:

THAT PART OF LOTS ONE (1) AND TWO (2) IN CAMBRIDGE COUNTRYSIDE UNIT EIGHT (HEREINAFTER DESCRIBED) LESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH ON THE WEST LINE OF SAID LOT 1, 485.0 FEET TO THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT (SAID WEST LINE HAVING A BEARING OF SOUTH 00° 01'00" EAST FOR THE PURPOSES OF THIS OLSCRIPTION); THENCE SOUTH 89° 31' 00" EAST ON A LOT LINE OF SAID LOT 1.255.08 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00° 01' 00" WEST ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1,232.82 FEET; THENCE NORTH 89° 59' 00" EAST 78.00 FEET; THENCE SOUTH 00° 01' 00" EAST ON A LINE PARALLEL WITH THE WEST LINE OF ALD LOT 1, 156.08 FEET; THENCE NORTH 89° 59' 00" EAST 34.08 FEET THENCE SOUTH 00°01' 00" EAST ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1,253.82 FEET TO A LOT LINE OF SAID LOT 1; THENCE NORTH 74° 31' 00" WEST ON A LOT LINE OF SAID LOT 1, 81.48 FEET TO A CORNER OF SAID LOT; THENCE NORTH 00° 29' 00" EAST ON A LOT LINE OF SAID LOT 1, 155.0 FEET TO A CORNER OF SAID LOT; THENCE NORTH 89° 31' 00" WEST ON A LOT LINE OF SAID LOT, 34.92 FEET TO THE PLACE OF BEGINNING, SAID CAMBRIDGE COUNTRYSIDE UNIT EIGHT BEING A SUBDIVISION IN THE NORTH HALF (1/2) OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS. ON APRIL 11, 1969, AS DOCUMENT NUMBER 24 44 606, IN COOK COUNTY, ILLINOIS.

## UNOFFICIAL CORY of

3728420

#### **MORTGAGE**

| THIS NO TGAGE ("Security Instrument") is given on August 1,  19.88 The more agor is EVELYN LASTER, divorced and not since remarked  ("Bortower"). This Security Instrument is given to which is organized and ex under the laws of he state of Illinois and whose address is 2580 Shartdan Ro Zion. Illinois (2099 ("Lene Borrower owes Lender the puncipal sum of ONE HUNDRED THOUSAND AND NO/100——————————————————————————————————— | isting<br>ad<br>der").                         |
|---|--|
| dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, paid earlier, due and payable on August 1,2003   | if not<br>ument<br>is and<br>of this<br>it and |
| CERT ADDITION A FIGURE  |  |
| SEE ATTACHED LEGAL  |  |
| Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described prolocated in County, Ilis SEE ATTACHED LEGAL  PIN #03-09-200-018-1025   |  |



| which has the address of | 250 Lake Blvd. #2 | 25Buffalo.Grove |
|--------------------------|-------------------|-----------------|
|                          | [Street]          | (City)          |
|                          | ("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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any 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.

PE FILL Motory Public, Sin Motary Public TYPE TYPILLO. My Commission Expires: 9-96 Witness my hand and official seal this... ..... to yab . .. 88.01 , ំដទ់ពន់ពម វុខដ (ye' eye' (yea)) eys .... executed said instrument for the purposes and uses therein set forth. (his, her, their) have executed same, and acknowledged said instrument to be . . Itee and voluntary act and deed and that Ţġή, EVELYN LASTER, AND Creed to me to be the person(s) who, being informed of the contents of the foregoing instrument, before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, here ....SIONITII..... **STATE OF** 37284201 43 11: 45 1938 AUG HARRY (BUS) YOURFLL REGISTRAR OF THILLS brotted by Deliver ed to елегки *к*угев By Signing BELOW, You ower 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. [Nicage] (s) Nation [ Planned Unit Development Rider Graduate (P. yment Rider Tabis ales afferenta 🔲 2-4 Family Rider Z Condominium Rider supplement the evenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Cheek applicable box(es)] this Security marrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Myers to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Walver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security costs of management of the Property and collection of tents, 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. 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 property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the property and collected by Lender or the receiver shall be applied first to payment of the property and collected by Lender or the receiver shall be applied first to payment on the Property including those past due. 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 existence of a despecified in the notice, Lender at the name are right to assert in the local proceeding the notice of a despecified in the notice, Lender defense of Borrower to acceleration and foreclosure, If the default is not cured on or this Security Instrument without further defamand and may foreclose this Security Instrument by judicial proceeding, this Security Instrument without further demand and may foreclose the 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 collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, 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 nonand (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 19, Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's 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; 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;

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

LLLVV

## UNOFFICIAL COPY 2 0

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 creettle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is an horized 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 Lend r 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 No. 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 am muzation 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 energies 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 bene it 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) s c -signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the errors 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 such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall

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 suppose specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument of all be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The naice 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 Lorrower. 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 I ist rument 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.

### **UNOFFICIAL COPY**

requesting payment.

Any amounts disbursed by Lender under this paragraph? 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

Lender may take action under this paragraph 7, Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys' tees 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 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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing.

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

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

Instrument immediately prior to the acquisition. Voless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or prostoone the date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secund by this Security I among the property prior to the acquisition shall pass to Lender to the extent of the sums secund by this Security I among the property prior to the acquisition shall pass to Lender to the extent of the sums secund by this Security I among the property prior to the acquisition and the sum and the sum as a constant of the security the sum and the secund of the sum as a constant of the security that the sum as a constant of the security that the sum as a constant of the security that the secund of the security that the secund of the secund

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 use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. It ed. 3-day period will begin applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If 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 Unless Lender and Borrower otherwise agree in writing, insurance proceeds all be applied to restoration or repair

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

all receipts of paid premiums and renewal notices. In the event of loss, Be 110 /er shall give prompt notice to the insurance Lender 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 acceptuble to Len ter and shall include a standard mortgage clause.

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be insured against loss by fire, hazards included within the terral the aricunts and for the periods that Lender requires. The

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

of the giving of notice.

Borrower shall promptly discharge a sy lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the ochigation 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 the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien of forfeiture of the iron part of the property; or (c) secures from the hider of the lien any part of the Property to Lender about actions the strain providy over this Security Instrument. Lender may give Borrower a netice identifying the lien. Borrower shall satisfy the lien of the scions set forth above within 10 days notice.

receipts evidencing the payments. to be paid under this paragraph. If [65] ower makes these payments directly, Borrower shall promptly furnish to Lender

pay them on time directly to the posen owed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Note; third, to amount a yable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. By trower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasthold payments or ground tents, if any. Bottower shall pay these oblices:

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs I and 2 st all be applied; first, to late charges due under the Note; second, to prepayment charges due under the Note; second, to prepayment charges due under the

application as a credit against the sums secured by this Security Instrument.

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

amount necessary to make up the deficiency in one or more payments as required by Lender.

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due date of the escrow items, shall be, as Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the agreement of the Borrower or monthly payments of Funds. If the agreement of the Borrower or monthly payments of Funds of Funds and a suppression of the Borrower or monthly payments of Funds. If the green with the Borrower shall pay to I ender any

this Security Instrument.

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debits to the Funds 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 Lender may not charge for holding and applying the Funds, analyzing the account or verilying the esertow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a cliating. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. 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 Mote, until the Mote is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly lessehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortages insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the horse of future are called "escrow items." Lender may estimate the Funds due on the passes of cuttern data and responsable estimates of future servow items."

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest: Propayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.