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ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps—Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 6TH day of SEPTEMBER , 19 88 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ALLIED MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2628 N WINDSOR #201

ARLINGTON HEIGHTS, IL 60004

[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 ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES. The Note provides for an initial interest rate of 7.500 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of OCTOBER , 19 89 , and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure 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 75/100 percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the 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

The interest rate I am required to pay at the first Change Date will not be greater than 9.500 % or less than 5.500 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.500 %, which is called the "Maximum Rate".

(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 adjustable 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. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion

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REVIEWS

By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate

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 remedy permitted by this Security Instrument further notice of demand on the trustee.

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 a beneficial interest in Borrower), if all or any part of the Property or any interest in it is sold or transferred (or 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 law as of the date of this instrument.

2. It is recommended that the University of California implement Article 17 of the Security Instrument in Section B of this Addendum to the Interim Contract to be in effect, as follows:

If the Lender exercises the option to require immediate payment in full, Lender shall have the right to demand an Borrower's

To the extent permitted by law, Borrower agrees to indemnify Lender against all claims, losses, damages, expenses and costs (including reasonable attorney's fees) arising out of or relating to (i) the preparation, execution, delivery, performance, enforcement, renewal, amendment or termination of this Note, the Security Instrument or any other instrument or document executed in connection therewith; (ii) the collection of any amounts due hereunder; (iii) the defense of any action or proceeding brought against Lender in connection with this Note, the Security Instrument or any other instrument or document executed in connection therewith; and (iv) the breach of any representations or warranties made by Borrower in this Note, the Security Instrument or any other instrument or document executed in connection therewith.

To the extent permitted by applicable law, under no circumstances shall a provision of this Agreement be interpreted as a condition for or under this Agreement.

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 Landers' prior written consent, Landers may, at his option, require immediate payment in full of all sums secured by this Security Instrument. Landers shall not be exercised by Landers if exercise is prohibited by federal law as of the date of this Security Instrument. Landers also shall not exercise this option if: (a) Borrower causes to be

1. Under Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Paragraph C of section 17 of the Security Instrument is amended to read as follows:

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
as my liability payment until the maturity date.

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payments due at my next scheduled payment date. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount of my monthly payment.

(C) **New Payment Amount and Effective Date**
 plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), will be greater than the Minimum Rate stated in Section 4(D) above.

As new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgagess covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgagess covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.125%), rounded to the nearest one-eighth of one percentage point (0.125%), or (iii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgagess covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.125%), rounded to the nearest one-eighth of one percentage point (0.125%).

(and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conveyance);

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 6TH day of SEPTEMBER 19.88., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ALLIED MORTGAGE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2628 N. WINDSOR #201 ARLINGTON HEIGHTS IL 60004 [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

..... WINDSOR WOODS CONDOMINIUMS [Name of Condominium Project] (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy 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 coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except 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 if the provision is for the express benefit of Lender;

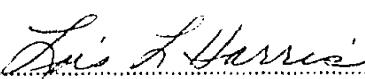
(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.


LOUIS C. HARRIS (Seal)
Borrower


LOIS L. HARRIS (Seal)
Borrower

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Property of Cook County Clerk's Office

CCO

PREPARED BY:
ROBIN DYSON

3737389

NOTE IDENTIFIED
143845411181128DB214f

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 6TH 1988.
The mortgagor is LOUIS C. HARRIS AND LOIS L. HARRIS, HIS WIFE

("Borrower"). This Security Instrument is given to

, which is organized and existing

, and whose address is

ALLIED MORTGAGE CORPORATION
under the laws of THE STATE OF ILLINOIS

8600 W. BRYN MAWR, SUITE 725-S CHICAGO IL 60631 ("Lender").

Borrower owes Lender the principal sum of THIRTY-SIX THOUSAND SEVEN HUNDRED AND

00/100 ***** Dollars (U.S. \$ 36,700.00). 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 OCTOBER 1ST 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:

ITEM 1.

UNIT 133 as described in survey delineated on and attached to and a part of a Declaration of Condominium
Ownership registered on the Aug 31, 1979 day of _____ as Document Number 3103712

ITEM 2.

An Undivided 0.45% interest (except the Units delineated and described in said survey) in and to the following Described Premises:

Lot A, in Merle Green Subdivision in the Northeast Quarter (1/4) of Section 7, 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 September 13, 1967, as Document Number 2347244.

PERMANENT INDEX NUMBER: 03-17-201-025-1133
COMMONLY KNOWN AS: 2628 N. WINDSOR #201, ARLINGTON HEIGHTS, IL 60004

which has the address of 2628 N WINDSOR #201, ARLINGTON HEIGHTS
Illinois 60004 ("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 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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STATE OF ILLINOIS, County of *[Redacted]*
On this *[Redacted]* day of SEPTEMBER 1988
LOUTS C. HARRIS AND LISA L. HARRIS, HIS WIFE
personally appeared the above named
and acknowledged before me to be
the foregoing instrument to be
cheat. voluntary and deed.

By SIGNING THIS BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND
IN ANY RIDE(S) EXECUTED BY BORROWER AND RECEIVED WITH IT.

LOIS C. HARRIS *Lois C. Harris* *Lois C. Harris*
LOIS L. HARRIS *Lois L. Harris* *Lois L. Harris*

[Space Below This Line for Acknowledgment]
(Signature) (Signature)
(Seal) (Seal)

23. Riders of this Security Instrument, if one or more riders are executed by Borrower and recorded together with this instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend and supplement the coverments and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Admissible Rate Rider Grandfathered Payment Rider
 Conditional Premium Rider 2.4 Family Rider
 Planned First Development Rider Other(s) Separately

[Check applicable box(es)]

22. *Value of Homestead.* Borrower wills all right of homestead exemption in the Property, without charge to Borrower, Borrower shall pay any recordation costs.

and reasonable attorney fees, and then to the sums secured by this Security Instrument.

inclusion of those past due. Any rents collected by Landlord or the receiver shall be applied first to payment of the costs of maintenance of the Property and collection of rents including but not limited to receiver's fees, premiums on receiver's bonds

provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of the evidence provided by the party or its witness in accordance with the rules of evidence.

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 to accelerate all expenses incurred in pursuing the remedies specified in this instrument. Lender shall be entitled to collect all expenses incurred in pursuing the remedies specified in full if 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 specified in full if all sums secured by this Security Instrument without further demand and may foreclose this security instrument by acceleration and foreclosure. If the default is not cured on the date specified in the notice, Lender at its option may accelerate the note-existence of a default or declare definance of Borrower to receive payment in full of all sums secured by this instrument.

NON-UNIFORM GOVERNANTS. 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 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 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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Lender may take action under this paragraph /, Lender does not have to do so.
Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this
Security interest. 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.

See the note shall not merge unless Leender agrees to the merger in writing.
 7. Protection of Leender's Rights in the Property Mortgagor Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect Leenders' rights in the property (such as a proceeding in bankruptcy, probate, for guardianship or in foreclosure of real property), Leender is entitled to receive prompt notice of such proceedings.

6. **Preservation and Maintenance of Property: Lesseeshold.** Borrower shall not destroy, damage or substantially change the Property, all or the portion of the Property to deteriorate or become 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 lessor shall allow the Property to deteriorate or common waste. If this Security Instrument is on a leasehold, Borrower shall not destroy, damage or substantially change the Property, all or the portion of the Property to deteriorate or become waste. If this Security Instrument is on a leasehold, Borrower shall not destroy, damage or substantially change the Property, all or the portion of the Property to deteriorate or become waste.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to prepayments 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 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 secured by this Security instrument immediately prior to the acquisition.

The property or to pay sums secured by this Security instrument, whether or not due. The 120-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.
Interest-only payments will not be accepted.
Lender shall have the right to hold the title to the policies and renewals. If Lender re-purchases, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

5. If hazard insurance. Borrower shall keep the property exempt from any hazard coverage on the property of the giving of notice.

4. **Chargess** Lien(s), Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, Borower shall pay directly to the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time of payment of the amount of the same to Lender under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lentor under the paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to principal due;

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

If the due dates of all the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be paid by Lender prior to the date of the funds held by Lender.

1. Payment of Principal and Interest Prepayment shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments due before late charges due under the Note.
2. Funds for Taxes and Instruments. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments due under the Note, until the Note 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; and (b) yearly leasehold rents or ground rents 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.