-Borrower

## ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. IN-CREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS.

| DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAIMENTS.   |
|---|
| This Rider is made this   |
| (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 9434. N DER . FLAINES ILLINDIS . 40016.  Property Address  |
| Modifications In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:   |
| A. INTEREST EATS AND MONTHLY PAYMENT CHANGES  The Note has an 'Initial Interest Rate' of A.A. Two. The Note interest rate may be increased or decreased on the . 1ST day of the manth beginning on DECEMBER, 91 , 19 89, and on that day of the month every 12 months thereafte .   |
| Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:  [Check one box to indicate Index.]  |
| (1) Contract Interior Rate, Purchase of Previously Occupied Homes, National Average for all Major   |
| Types of Lenders" published by the Federal Home Loan Bank Board. (2) XX SEVENTH DISTRICT COST OF FUNDS, FEDERAL HOME LOAN BANK BOARD  |
| Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will   |
| be no maximum limit on changes.]  (1) [1] There is no maximum limit on countries in the interest rate at any Change Date.   |
| (1) There is no maximum timit on changes in the interest rate at any Change Date.  (2) **The interest rate cannot be changed by more than percentage points at any Change Date.  If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments.  |
| B. LOAN CHARGES It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges  |
| and that how is interpreted so that the interest or other loan charges collected or to be collected in connection with the toan would exceed permitted limits. If this is the ease, then: (Ar/my such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sams 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.  C. PRIOR LIENS |
| If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien   |
| which has priority over this Security Instrument, Lender may send Borrower (Corice identifying that lien. Borrower  |
| shall promptly act with regard to that lien as provided in paragraph 4 of the Scenity Instrument or shall promptly  |
| secure an agreement in a form satisfactory to Lender subordinating that lien to the Security Instrument.  D. TRANSFER OF THE PROPERTY   |
| If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit of the amount of any one in-   |
| terest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.  |
| By signing this, Borrower agrees to all of the above.   |
|   |
| DOROTHY E. HARDY SUZANNE BONNER -Borrower   |
|   |
| Jush Chon (Seal)  |
| TUDEFO L. PUNTUN BANANA   |

LOAN # 12-44219-56

### ASSUMPTION RIDER TO MORTGAGE

DATED THE 10THDAY OF AUGUST, 19 88 BETWEEN LENDER, CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

AND BORROWER,

SUZANNE BONNER AND JOSEPH C. BONNER, HUSBAND AND WIFE AND DOROTHY E. HARDY, A WIDOW

Notwithstanding anything to the contrary contained in the movinge to which this Rider is attached, Lender and Borrower agree that the loan secured by the mortgage shall be assumable by a Third Party, hereinafter referred to as the Transferct, only upon the express conditions as are hereinafter set forth.

- 1. Transferor completes and submits to Lender a completed application for a loan in the amount of the then outstanding principal halance and Transferor qualifies for a loan in that amount and otherwise complies with Lender's loan criteria.
- 2. The Lender may in its sole discretion assess to the Transferor a fee in the amount of not more than 3% of the outstanding principal balance of the loan for and in consideration of allowing transferor to assume Borrower's loan.
- 3. Notwithstanding the foregoing, the Transferor and the property must qualify for a loan pursuant to Lender's standard underwriting criteria before Lander shall be obligated to permit assumption of the above described loan.

All of the other terms of the above described note and

mortgage will remain in full force and effect.

IN WITNESS WHEREOF Borrower has executed his Rider the

BORROWER

SUZANNE BONNER

BORROWER

JÓBEFH C. BONNER

BURROWER DODUTHY E. HARDY

374066

# **UNOFFICIAL COPY**

12-44219-56

## PLANNEL .... ELOPMENT RIDER

| •   |   |
|---|---|
| THIS PLANNED UNIT DEVELOPMENT ("PUD") R AUGUST 19 88, and is incorp   | toza is made this   |
| the undersigned (herein "Borrower") to secure Borrower's              | Note to CRAGIN FEDERAL SAVINGS  |
| security instrument and located at 9433 N. DAK                        | in "Lender") and covering the Property described in the DES PLAINES, ILLINDIB 20018                                     |
| The Property comprises a p  | arcel of land improved with a dwelling, which, together with  |
| other such parcels and certain common areas and facilities            | , all as described in   |
|   |   |
| (herein "Declaration"), forms a planned unit developmen               | t known as  |
| ••••••  |   |
| (herein "PUD")  | ( Unit Development)   |
| PLANNED UNIT JE' ELOPMENT COVENANTS. In add                           | ition to the covenants and agreements made in the security  |
| instrument, Borrower and Under further covenant and agr               | ree as follows: of Borrower's obligations under the: (i) Declaration; (ii)  |
| articles of incorporation, trust instrument or any equi               | ivalent document required to establish the homeowners as and facilities of the PUD (herein "Owners Association");       |
| and (iii) by-laws, if any, or other nice or regulations of th         | e Owners Association. Borrower shall promptly pay, when   |
| due, all assessments imposed by the Owners Association.               |   |
| B. Hazard Insurance. In the event of a distribution                   | of hazard insurance proceeds in lieu of restoration or repair   |
| following a loss to the common areas and facilities of the            | PUD, any such proceeds payable to Borrower are hereby   |
| if any, paid to Borrower.   | sums secured by the security instrument, with the excess,   |
|   | claim for damages, direct or consequential, payable to  |
| Borrower in connection with any condemnation or other to              | aking of all or any part of the common areas and facilities   |
| of the PUD, or for any conveyance in lieu of condemns to              | on are hereby assigned and shall be paid to Lender. Such  |
| proceeds shall be applied by Lender to the sums secured               | by the security instrument in the manner provided under   |
| Uniform Covenant 9.   |   |
| D. Lender's Prior Consent. Borrower shall not, exconsent, consent to: | ept after notice to Lender and with Lender's prior written  |
| (i) the abandonment or termination of the PUD;                        | '/)x  |
|   | rust instrument, articles of incorporation, by-laws of the  |
| Owners Association, or any equivalent constituent doc                 | ument of the Pub including, but not limited to, any   |
| imendment which would change the percentage interests                 | of the unit owners in the common areas and facilities of  |
| he PUD;   |   |
|   | s Association to terminate professional management and  |
| assume self-management of the PUD; or                                 | **************************************  |
| (iv) the transfer, release, encumprance, partition or i               | subdivision of all or any part of the PUD's common areas grant easements for utilities and similar or related purposes. |
| E. Romedies. If Rozzower brenches Rozzower's env                      | enants and agreements hereunder including the covenant  |
| o pay when due planned unit development assessments, t                | hen Lender may invoke any remidler provided under the   |
| ecurity instrument, including, but not limited to, those pro          | ovided under Uniform Covenant 7.  |
|   |   |
| IN WITNESS WHEREOF, Borrower has executed this PL                     | JD Rider.   |
|   |   |
| 10  |   |
| N The State of  | 9   |
| DOROTHY E. HARDY  | -Borrower Borrower  |
| DOROTHY E. HARBY  | SUZANNE BONNER  |

618761 A# 966409

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3740668

NOTE IDENTIFIED

This instrument was prepared by:

..RICHARD.J..JAHNS....

. .51.33. M . FULLERTON . AVE CHICAGO, ILL 60639

SΗ

## MORTGAGE

THIS MORTGAGE is made this. 10TH day of AUBUST.

19. 58 between the Mortgagor, SUZANNE BONNER AND JUSEFH C. BONNER, HUBBAND AND WIFE AND DOROTHY E. HARDY, A WIDOW (herein "Borrower"), and the Mortgagee, CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION , a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is.

\$200 West Fulletton — Chicago, Illinois 60639 (herein "Lender").

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein 

That part of Lot Forty One in Morris Suson's Golf Park Terrace Unit No. 4, (hereinafter described) lying South rly of a line described as: Commencing at a point on the Westerly Line of Loc Forty One (41) aforesaid, 90.25 Feet Southerly (as measured along said Westerly Line) of the Northwesterly Corner of said Lot Forty One (41), and running to a point on the Easterly Line of Lot Forty One (41) aforesaid, 72.07 Feet southerly of the Northeasterly Corner of said Lot Forty One (41), and lying Northerly of a line described as: Commencing at a point on the Westerly Line of Lot Forty One (41) aforesaid, 116.12 Feet Southerly (as measured along said Westerly Line) of the Northwesterly Corner of said Lot Forty One (41) and running to a point on the Easterly Line of Lot Forty One (41) aforesaid, 44.37 Feet North of the Southeast Corner of said Lot Forty One (41) and the West Eight (8) Feet of the East Twenty Four (24) Feet of the South Twenty Seven (27) Feet of Lot Forty One (41) in Morris Suson's Golf Park Terrace Unit No. 4, being a Subdivision of part of the Rothwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 15, Township 41 acth, Range 12, East of the Third Principal Meridian, according to Plat thereof egistered in the Office of the Registrar of Titles of Cook County, Illinois on April 13, 1961, as Document Number 1972981.

Permanent Tax Number:

09 15 213026-000)

which has the address of . . . .

DES PLAINES

ILLINGIS 60016

[Btreet]

(State and Zip Code)

.....(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said

property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, casements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

ILLINOIS --- 1 to 4 Family --- 6/77 --- FNMA/FNLMC UNIFORM INSTRUMENT

23. Walver & Locationel. Borrower hereby waives all right of homostead exemption in the Property.

24. Walver & Locationel. Borrower hereby waives all right of homostead exemption in the Property.

25. Validation of the Property of Policy of Party of Part

to Borrower. Borro ver shall pay all costs of recordation, if any.

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

those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances, with interest thereon, shall be accured by this Mortgage when

Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable storney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for

past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the

20. Assignment of Reats; Appointment of Receiver; Lender in Possession. As additional accurity hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expination of any period of redemption following judicial sale, Lender; in person, by agent or by judicially appointed receiver, shall be expirated to enter upon, take possession of and manage the Property and to collect the rents of the Property including those entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those entitled to enter upon, take possession of and manage the Property and the payment of the costs of management of the past due. All rents collected by Lender or the receiver shall be applied that to payment of the costs of management of the past due. All tents collected by Lender or the receiver shall be applied that to payment of the costs of management of the past due.

no acceleration had occurred. (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums accured by this Mortgage ahall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if

enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees, and

expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in breaches of any other covenants or agreements of Borrower contained in this Morrgage; (c) Borrower pays all reasonable this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under

en agreeti e a count of all mortgage insurance premiums in the

manner provided under purgraph 2 hereof.

Any amounts disburse the Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower and Lender agree to other terms of payment, such indebtedness of Borrower to the Borrower requesting navment thereof, and shall bear interest from the amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

interest in the Property.

9. Constantial, in connection with any sward or claim for damages, direct or consequential, in connection with any sections of any sward or claim for damages, direct or consequential, in connection with any sections of the connection with a section with a section of the connection with a section condemnation or other taking of the Property, or part thereof, 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 Mortgage. with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage Immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower

If the Projective abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle y claim for damages. Borrower fails to respond to Lender within 30 days after the date such notice is mailed. Lender is au no ized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the

Property or to the sum required by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date critic monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of

such installments.

10. Borrower Not Release. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Londer to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in Interest.

11. Forbearsance by Lender Not a Walver. Any forbearsance by Lender in exercising any right or remedy hereafter.

otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of exes or other liens or charges by Lender shall not be a waiver of Lender's

right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or endity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Capitans. The covenants and agreements herein

contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. subject to the provisions of paragraph 17 hereof. All co enants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Manages are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable has to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receip requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as covided herein. Any notice provided for in this

Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage: Governing Lawt Severability. This form of mor gage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the

event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time

of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest here n is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encuring rance subordinate to this Mortgage, (h) the creation of a purchase money security interest for household appliances, (a) a transfer by devise. descent or by operation of law upon the death of a joint tenant or (d) the grant of any bunchold interest Athre se, Lender may, at Lender's option, declare all the sums secured by fais Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or canaler, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period.

Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

If the horrower ceases to occupy the property as his principal residence Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows: or

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage.

Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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

were a part hereof. e. Everevation and vizinivanice or evoperty; seasonous, concominating that the property in good repair and shall not commit water or permit impairment or deterioration of the Property and shall be property in good repair and shall not commit water or permit impairment or deterioration of any plant of any plant of this Mortgage is on a unit in a condominium or a planted unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planted unit development, and constituent documents. If a condominium or planted unit development, and constituent documents. If a condominium or planted unit development inder it as condominium or planted unit development and constituent documents. If a condominium or planted unit development inder in asceuted by Borrower and regulations of such rider is asceuted by Borrower and recorded together with this Mortgage, the covenants and agreements of this Mortgage as if the rider and restrict hereof. 6. Preservation and Mala Meintenance of Property; Leastholdes Condominiums; Planned Und Developments, Borrower

sedmaillou.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to princips, shall not extend or posterior and Borrower otherwise agree in writing, any such application of proceeds to princips, shall not of the mountily installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale in and to any insurance policies and in and to the proceeds thereof resulting from damage insurance policies and in an to the sums secured by this Morrgage immediately prior to such sale or acquisition.

Unless Lender and Borrower otherwise sgree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or reject of the Property or to the sums secured by this Mortgage.

All insurance policies and renewals thereof shall be in form acceptable to cender and shall include a standard mortgage clause in tavor of and in form acceptable to Lender. Lender shall have the right to half promptly furnish to Lender all renewal notices and all receipts of paid promptly furnish to Lender all renewal notices and all receipts of paid promptly furnish to Lender all renewal notices and all receipts of paid promptly furnish to Lender all renewal notices and sale promptly Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss it not made promptly.

insurance carrier.

provided under paragraph 2 hereof or, if not paid in such manner, by Bon ower making payment, when due, directly to the

5. Hazard Insurance. Borrower shail keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards as Lender may require; or prided, that Lender hazards as Lender may require and in such amounts and for such periods as Lender may require; or prided, that Lender shall not require that the amount of coverage exceed that amount of coverage required to pay the turn secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by fortower subject to approval by Lender; provided, that such approval shall not be unreasonably withhelf the chosen by fortower subject to approval by Lender; provided, that not required the manner areh approval shall not be unreasonably withhelf the shorower making policies shall be paid in the manner provided under parestably beteof or, if not paid in such manner. by for ower making parament, when due, clirectly to the provided under parestable between the directly to the

payer increases and possible to Lender, or shall promise to the payment of the payment of any such payments.

Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing auch payments, and promptly discharge any lien which be, rijority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by auch lien in, an manner acceptable to Lender, or shall in good rath contest auch lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or fortesture of the Property or any part thereof. 4. Chargest Liens. Borrower shall, ony ill taxes, as-essments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the provided under paragraph 2 hereof or, if not paid in and in the event payee thereof. Borrower shall promptly turnish to I and in the event payee the portower shall payer the payments and in the event payer the payer the payer the payer that a payer the payer the payer that a payer that a payer the payer that are payer that a payer that a payer that a payer that are payer that are payer that a payer that are payer that a payer that are payer that are

principal on any Future Advances.

3. Application of Payment: Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs I and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs 2 hereof, then to interest and under paragraphs 2 hereof, then to interest and under paragraphs 2 hereof, then to interest and the Mote, and then to interest and

by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, nortained promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds Borrower shall pay in Londer any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender shall pay in Londer any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower any amount thereof.

Upon payment in full of all aums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. It under than inn echately prior to the Property is sold or the Property is otherwise acquired by Lender. Lender shall apply, no later than inn echately prior to the sale of the Property or tits acquisition by Lender, any Funds beld by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Paymeete Uniess applicable law provides otherwise, all payments received by Lender under the

by this Mortgage.

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Funds are pledged as additional security for the sums secured permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender requires to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and the Funds of the or verifying and compiling said assessments and bills, unless Lender pays Bortower interest on the Funds and applicable law insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account. plus one-twelkt: of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or attended by a Federal or assessments. Lender shall apply the Funds to pay said taxes, assessments.

S. 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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (sectin "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this attm (sage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus of the property if any, plus one-twelfth of yearly premium installments for hazard insurance.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage. UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows: