

60102345

~~DOCUMENT 17994094, MADE BY THE WESTERN NATIONAL BANK OF CICERO, CORPORATION OF UNITED STATES OF AMERICA, TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 3, 1956 AND KNOWN AS TRUST NO. 1584, AND REGISTERED AS DOCUMENT LR1928934, AND AS CREATED BY THE DEED FROM WESTERN NATIONAL BANK OF CICERO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 3, 1956 AS TRUSTEE UNDER TRUST NO. 1584 TO 15TH AVENUE TOWN HOUSES, INC., DATED JUNE 23, 1960 AND RECORDED JULY 28, 1960 AS DOCUMENT 17920907 AND REGISTERED AS DOCUMENT LR 1894094.~~

(A) FOR THE BENEFIT OF PARCEL NO. 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS:

THE NORTH 4.5 FEET OF LOT 3;

ALSO

THE SOUTH 4.5 FEET OF LOT 3;

ALSO

THE EAST 4.5 FEET OF LOT 3 (EXCEPT THAT PART THEREOF FALLING IN THE NORTH 4.5 FEET OF LOT 3 AND IN THE SOUTH 4.5 FEET OF LOT 3.)

ALSO

THE WEST 4.5 FEET OF LOT 3 (EXCEPT THAT PART THEREOF FALLING IN THE NORTH 4.5 FEET OF LOT 3 AND IN THE SOUTH 4.5 FEET OF LOT 3) AND ALSO (EXCEPT FROM THE ABOVE THAT PART THEREOF FALLING IN PARCEL NO. 1 AFORESAID) IN ALBERT S. AMLING'S SUBDIVISION.

(B) FOR THE BENEFIT OF PARCEL NO. 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS.

THE NORTH 4.5 FEET OF LOT 45 AND THE WEST 4.5 FEET OF LOTS 45 TO 61 BOTH INCLUSIVE, (EXCEPT THAT PART THEREOF FALLING IN THE NORTH 4.5 FEET OF LOT 45) ALSO (EXCEPT THAT PART THEREOF FALLING IN PARCEL NO. 2 AFORESAID) IN ALBERT S. AMLING'S SUBDIVISION.

(C) FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR DRIVEWAY PURPOSES OVER AND ACROSS: THE EAST 17.97 FEET OF THE WEST 22.47 FEET OF LOTS 45 TO 61 BOTH INCLUSIVE, (EXCEPT THAT PART THEREOF FALLING IN THE NORTH 4.5 FEET OF LOT 45) AND ALSO (EXCEPT THAT PART THEREOF FALLING IN PARCEL NO. 2 AFORESAID) IN ALBERT S. AMLING'S

SUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.

PIN # 15-03-202-065-0000

3776780

Clerk's Office

UNOFFICIAL COPY

THE COURT OF COMMON PLEAS IN AND FOR THE COUNTY OF COOK, ILLINOIS, DO hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of said Court.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court at Chicago, Illinois, this _____ day of _____, 19____.

CLERK OF COURT

5550280

Property of Cook County Clerk's Office

X

80102345

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 28th day of February 1989 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 MARGARETTEN & COMPANY INC., a corporation organized and existing under the laws of the state of New Jersey

(the "Lender") of the same date and covering the Property described in the Security Instrument located at: 1402 LEMOYNE ST., MELROSE PARK, IL 60160

Property Address

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

DOCUMENT NUMBER 1789A004

(the "Declaration"). The Property is a part of a planned unit development known as LEMOYNE STREET

Name of Planned Unit Development

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. 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 insuring the Property 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 3 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 provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds 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.

MULTISTATE PUD RIDER--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT

MAR-6016 Page 1 of 2 (Rev. 5/87)

Form 3150 12/83

Replaces NA-948 (Rev. 2/86) and MAR-6016 (7/86)

08/11/89

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Uniform Code on Sales of Goods (U.C.S.G.)

U.C.S.G. § 2-310, 2-311, 2-312

ILLINOIS UNIFORM COMMERCIAL INSTRUMENTS ACT

Form 3150 12/89

Property of Cook County Clerk's Office

L.S.

L.S.

L.S.

[Signature]
SYLVESTER PIECZUNKA L.S.

B. 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 or the common areas and facilities of the PUD, 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 PUBLIC 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 PUD, 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. REMITTANCE. If Borrower does not pay PUD 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. Lender and Borrower 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 PUD Rider.

08-29-2000

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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 or the common areas and facilities of the PUD, 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.

F. 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 PUD, 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 PUD 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 PUD Rider.


SYLWESTER PIECZONKA L.S.

L.S.

L.S.

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MA-4016 Page 1 of 3 (Rev. 5/77)
MAY 1980

Form 1150 (2/79)

MULTISTATE FUD RIDER—SINGLE FAMILY—FNMA/RLMC UNIFORM INSTRUMENT

to Lender.

Owner's Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage as may be reasonable to insure that the

C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure that the excess paid to Borrower.

shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any Property or to common areas and facilities of the FUD, any proceeds payable to Borrower are hereby assigned and

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the master or blank policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the borrower as to the extent that the required coverage is provided by the Owner's Association policy.

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property the yearly premium installments for hazard insurance on the Property; and

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of included within the term "extended coverage," then:

and coverage in the amounts, for the periods, and against the hazards, including fire and hazards other, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance

B. HAZARD INSURANCE. So long as the Owner's Association maintains, with a generally accepted insurance certificate Document:

Owner's Association, Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Covenants Document, which creates the Owner's Association; and (ii) any by-law or other rule or regulations of the

A. FUD OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the FUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any

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

proceeds of Borrower's interest. ing or managing the common areas and facilities of the FUD (the "Owner's Association") and the use, benefits and

(the "FUD"). The Property also includes Borrower's interest in the homeowners' association or equivalent entity own-

(the "Declaration"). The Property is a part of a planned unit development known as

DOCUMENT NUMBER 17994004

parts and certain common areas and facilities, as described in

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such

1402 E. HAYNE ST. MELROSE PARK, IL 60136

(the "Lender") of the same date and governing the Property described in the Security Instrument located at:

MARGARETTE COMPANY INC., a corporation organized and existing under the laws of the state of New Jersey

placed the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the

and is incorporated into and shall be deemed to amend and sup-

February 1989

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 28th day of

PLANNED UNIT DEVELOPMENT RIDER

30102348



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0820213

3776780

(Place Above This Line For Recording Stamp)

This instrument was prepared by: **MARGARETTEN & COMPANY, INC. MORTGAGE**
887 E WILMETTE ROAD PALATINE IL 60067

60102346
28th, 1989

The mortgagor is **SYLVESTER PIECZONKA, BACHELOR**

("Borrower"). This Security Instrument is given to **MARGARETTEN & COMPANY, INC.**

a corporation which is a sanitar and existing under the laws of the State of New Jersey, and whose address is

**One Ronson Road
Iselin, New Jersey 08830**

("Lender").

Borrower owes Lender the principal sum of **Sixty- Three Thousand, Nine Hundred and 00/100**

Dollars (U.S. \$ 63,900.00). 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 **March 1st, 2019**. This Security Instrument secures to Lender: (a) the repayment 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:

PARCEL 1: THE WEST 22.02 FEET OF THE EAST 53.05 FEET OF LOT 3 IN LULLO'S RESUBDIVISION OF PART OF BLOCK 1 IN AMVINGY ALBERT S. ARLINGS SUBDIVISION OF THE NORTH 40 ACRES OF THE WEST 50 ACRES OF THE NORTH EAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF VACATED 14TH AVENUE IN VILLAGE OF MELROSE PARK;

ALSO

PARCEL 2: PARKING LOT 54, IN LULLO'S RESUBDIVISION AFORESAID. ALSO

PARCEL 3: EASEMENTS AS SET FORTH IN DECLARATION OF EASEMENTS AND EXHIBIT "1" THERETO ATTACHED DATED JUNE 23, 1980 AS DOCUMENT 17994004, MADE BY THE WESTERN NATIONAL BANK OF CICERO, CORPORATION OF UNITED STATES OF AMERICA, TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 3, 1956 AND KNOWN AS TRUST NO. 1584, AND REGISTERED AS DOCUMENT LR1928934, AND AS CREATED BY THE DEED FROM WESTERN NATIONAL BANK OF CICERO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 3, 1956 AS TRUSTEE UNDER TRUST NO. 1584 TO 15TH AVENUE TOWN HOUSES, INC., DATED JUNE 23, 1960 AND RECORDED JULY 28, 1960 AS DOCUMENT 17920807 AND REGISTERED AS DOCUMENT LR 1934094.

(A) FOR THE BENEFIT OF PARCEL NO. 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS;

SEE ATTACHED

which has the address of

1402 LE MOYNE ST MELROSE PARK, IL 60160

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 seized 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.

NOTE IDENTIFIED
LEGAL DESCRIPTION AFFECTS PROPERTY OF
CITY OF MELROSE AND OTHER PROPERTY
3/1/89

3776780

UNOFFICIAL COPY

5/9/16/19
MCO

3776780
3776780
3776780
MAIL TO: BOX 283
MARGARET JEN & COMPANY, INC.
887 WILSON ST., SUITE 100
PARKMAN, OHIO 44130

Commonwealth Land
30 N. LANSFORD ST
Chicago, IL 60602
Box 297 Box 395

Notified _____

[Handwritten signature]
day of _____ 19 88

personally known to me to be the same person(s) whose name(s) (here) subscribed to the foregoing instrument, appeared before me this day in person, and acting as if he, she, they signed and delivered the said instrument as his, her, their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of _____ 19 88
City Commission expires: 3-11-90
3776780

I, the Undersigned, a Notary Public in and for said county of _____ state, do hereby certify that
SYLVESTER PIECZONKA, SACHELOR

STATE OF ILLINOIS, COOK

COOK County Clerk's Office

-BORROWER

-BORROWER

-BORROWER

-BORROWER

-BORROWER
SYLVESTER PIECZONKA

22. Whereof Homestead. Borrower waives all right of homestead exemption in the Property.
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
The following Riders are attached:
Planned Unit Development Rider
BY SIGNING BELOW, Borrower 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.

In making, 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 sums secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the law 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 exceed 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 in accordance 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. **Notice.** 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 confirmed 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 Reinstatement.** 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) makes 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.

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

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; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of 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 provided in this paragraph 19, including, 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 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 costs of management of the Property and collection of rents, 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.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

UNOFFICIAL COPY

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

- 1. Payment of Principal and Interest; Prepayment 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.
- 2. Funds for Taxes and Insurance.** Subject to applicable law and late charges, Borrower shall pay to Lender on the day maturity payments and due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and yearly bonded mortgage premiums; and (b) yearly bonded mortgage premiums or ground rents on the Property, if any; (c) annual assessments, taxes and interest on the Property, if any; (d) yearly mortgage insurance premiums; and (e) any other items which are assessed or levied on the Property, if any. These items are called "annual items." Lender may estimate the Funds on the basis of current data and reasonable estimates of future annual items. The Funds shall be held in an institution of which the depositor or account of which are insured or guaranteed by a federal or state agency including Lender if Lender is such an institution. Lender shall apply the Funds to pay the annual items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the annual items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which cash debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.
- 3. The amount of the Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be a Borrower's option, either promptly to pay the escrow items when due, or to pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.**
- 4. Upon payment of (a) all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.**
- 5. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.
- 6. Changing Loans.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed over the Security Instrument, and leasehold, payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them in the direct, or the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.
- 7. Borrower shall promptly discharge any lien which has priority over the payments.**
- 8. Borrower shall promptly discharge any lien in a manner acceptable to Lender; (b) consents 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 any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender and Lender's Security Instrument, in which Lender determines that any part of the Property is subject to a lien which may attach prior to the Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.**
- 9. Escrow Insurance.** Borrower shall keep the improvement, no matter whether or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Lender requires. The insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.
- 10. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurer or Lender. Lender may make proof of loss if not made promptly by Borrower.**
- 11. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security would be lessened. The insurance proceeds shall be applied to the restoration or repair of the Property economically feasible or Lender's security would be lessened. The insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If 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, or elect the insurance carrier. Lender may use this proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.**
- 12. 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 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.**
- 13. Preservation and Maintenance of Property; Leasehold.** Borrower shall not derogate, damage or substantially change the Property, allow the Property to deteriorate or come into 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 leasehold and fee title shall merge unless Lender agrees to the merger in writing.
- 14. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 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/or whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums received by a lien repayer. Although Lender may take action under this paragraph, Lender does not have to do so.
- 15. Any amounts disbursed by Lender under this paragraph 7 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 requesting payment.**
- 16. If Lender required mortgage insurance as a condition of making the loan secured by the Security Instrument, Borrower shall pay the premium 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.**
- 17. Inspections.** 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.
- 18. 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 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

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