#### PIANNED EINT DE LE LOPMENT WIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 14TH day of SEPTEMBER . 19 89 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 CENTRUST MORTGAGE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

307 FOREST KNOLL, PALATINE, IL 60074

(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 # 3045755 REGISTERED SEPTEMBER 13, 1978

(the "Declaration"). The Property is a part of a planned unit development known as FOREST KNOLL TOWNHOMES (Name of Planned Unit Development)

(the "PUD"). The P operty 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 Porrower 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 l'roperty which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hadards 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 Coven int 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 laps (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 may able 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.

- D. Condemnation. The proceeds of any award or claim for damages, director 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 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 Corners 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.

Bross Ruder	(Scal)	Shelm R. Ken	(Seal
GREGG RINDER	Borrower	HERBERT R. RINDER	-Borrowe
Danita When rinder	(Seal)		(Seal
DANITTA WNEK RINDER	-Borrower		-Borrowe

## **UNOFFICIAL COPY**

PARCEL 1:

DOOR OF LOT 76, IN FOREST KNOLL TOWNHOMES A PLAT OF PLANNED UNIT DEVELOPMENT IN THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

3825355

subject to: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED AUGUST 11, 1978 AND REGISTERED SEPTEMBER 13, 1978 AS LAND REGISTRATION NUMBER LR 3045756 AND AS AMENDED BY INSTRUMENT REGISTERED NOVEMBER 29, 1978 AS LAND REGISTRATION NUMBER LR 3062101, AND AS DISCLOSED BY FLAT OF PLANNED UNIT DEVELOPMENT OF FOREST KNOLL TOWNHOMES, REGISTERED SEPTEMBER 13, 1978 AS LAND REGISTRATION NUMBER LR 3045756, IN COOK COUNTY, ILLINOIS. AF CONTROLLER

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3825355

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#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 14 The mortgagor is

GREGG RINDER AND BANITTA WHEK RINDER, HIS WIFE AND HERBERT R. RINDER, DIVORCED, NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to CENTRUST NORTGAGE CORPORATION

which is organized and existing under the laws of CALIFORNIA 350 S.M. 12TH. AVE., GEERFIELD BEACH, FL 33442 , and whose address is

("Lender").

Borrower owes Lender the principal sum of EIGHTY THOUSAND AND NO/100

Dollary (U.S. \$ ). 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 This Security Instrument secures to Lender: (a) the repayment of the debt evide iced 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 coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grap; and convey to Lender the following described property County, Illinois: located in COOK

SEE ATTACHED LEGAL DESCRIPTION

This instrument was prepared by: D. DOWNING

Service MURICALE CONFURATION ents Office OF U.S. N. 121H. AVE. OLERFIELD BEACH, FL. 33442

P.I.N. 02-02-301-083-0000 VOL. 143

which has the address of

307 FOREST KNOLL, UNIT # 1 (Street)

PALATINE

[City]

Illinois 60074

(Zip Code)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully selsed 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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

# **UNOFFICIAL COPY**

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(Leo.R.)			
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including, but not limited to, receiver's fees, premiums he sums secured by this Security Instrument.	eys' fees, and then to t	grotta sidagon	on receiver's bonds and rea
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oh 19 or abandonment of the Property and at any time clat sale, Lender (in person, by agent or by judicially ap-	jatgatag tebnu noltatel ibul gaiwollot noltgme	om. Upon accel or period of red	20. Lender in Possessing Possessing Points and April 18 10 roints and April 18 10 roints and April 18 10 roints
his paragraph 19, including, but not limited to, remonable	e remedies provided in	ed in parening the	to collect all expenses incurry or the collect all expenses
toreclosure. It the default is not cured on or before the diste payment in full of all sums secured by this Security instrument by judicial proceeding. Lender shall be smittled	emmi stiupet yem molid	Lender at its of	date specified in the notice.
id sale of the Property. The notice shall further inform to assert in the foreclosure proceeding the non-existence	Jagh sai ban noitavele:	sou rails status	er of that sall to reworred
Borrower, by which the detault must be cured; and (d) be notice may result in acceleration of the sums secured	e the motice is given to the date specified in t	lab sell morl av roled to no ile	a date, not less than 30 de; that failure to cure the defa
prior to acceleration under paragraphs 13 and 17 uniess e defauit; (b) the action required to cure the defauit; (c)	ity lastrument (but not dice skall specify: (a) th	ratin this Secur erwise). The no	of sall coverant or agreement of the formal coverance of the contract of the coverance of t
ower prior to acceleration following Borrower's breach	ned of solice svin that	edies. Lender s	Boff : Receleration: Rem

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

If Lender required no trage has lance as a condition of ranking the joan secured by this Security Instrument, Borrower shall pay the perhium required to maintain the insurance 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.

16. 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 modely 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 Assignt 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 interes 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 coasent.

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) in sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender mey 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 scoording 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 a Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal It wand 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.

payment. the date of disbursement at the Note rate and that be pagable with interest, upon notice I put Lander to Borrower requesting Security Instrument. Unless Botrower and Lender agree to other terms of payment, these amounts shall bear interest from

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this under this paragraph 7, Lender does not have to do so.

in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action Lender's actions may include paying any sums secured by a tien which has priority over this Security Instrument, appearing Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights

7. Protection of Lender's Rights in the Property; Mortgage insurance. If Borrower fails to perform the covenants and shall not merge unless Lender agrees to the merger in writing.

shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title the Property, allow the Property to deteriorate or commit waste. It this Security Instrument is on a leasehold, Borrower

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

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security if under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. -Liniese Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

notice is given.

erry or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period (iii) kegin when the to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair of restore the Proprower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered applied to the sums secured by this Security Instrument, whether or not then due, with any excess parts Borrower. If Borrestoration or repair is not economically feasible or Lender's security would be lessened, the input sice proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Lender's sky ity is not lessened. If the

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair Lender. Lender may make proof of loss if not made promptly by Borrower. of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

shall have the right to hold the policies and renewals. If Lender requires, Borrower (nal) promptly give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

providing the insurance shall be chosen by Borrower subject to Lender's apt rov a which shall not be unreasonably withheld. insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires

5. Hazard Insurance. Borrower shall keep the improvements now exaring or hereafter erected on the Property insured the lien. Borrower shall satisfy the lien or take one or more of the actions et forth above within 10 days of the giving of notice. is subject to a lien which may attain priority over this Security instriment, Lender may give Borrower a notice identifying satisfactory to Lender subordinating the lien to this Security [natt iment. If Lender determines that any part of the Property the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement the lien by, or defends against enforcement of the lien in, is an proceedings which in the Lender's opinion operate to prevent in writing to the payment of the obligation secured by 'he len in a manner acceptable to Lender; (b) contests in good faith

Borrower shall promptly discharge any lien will hiss priority over this Security Instrument unless Borrower: (a) agrees the payments. under this paragraph. If Borrower makes these payer ents directly, Borrower shall promptly furnish to Lender receipts evidencing time directly to the person owed paymen. Porrower shall promptly furnish to Lender all notices of amounts to be paid pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on

ty which may attain priority over this Ectrivity Instrument, and lesschold payments or ground rents, if any. Borrower shall 4. Charges; Liens. Borrower anall pay all taxes, assessments, charges, fines and impositions attributable to the Proper-

to amounts payable under paragreph 2; fourth, to interest due; and last, to principal due.

I and 2 shail be applied: first, to la e charges due under the Note; second, to prepayment charges due under the Note; third, 3. Application of Paymen of Unless applicable law provides otherwise, all payments received by Lender under paragraphs

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

immediately prior to it e salt of the Property or its acquisition by Lender, any Funds held by Lender at the time of applica-Funds held by Lender, of under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

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

of the Funds 10.1 by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at It the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the

which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security rower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Boragree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

and reasonable estimates of future escrow items.

premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data payments or ground rents on the Property, if eny; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance tweifth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") equal to one-

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to cipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Lute Charges. Borrower shall promptly pay when due the principal

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