# 3825390

BY PANED TALL DENTION WHEN EN

THIS PLANNED UNIT DEVELOPMENT RIDER is made this FIFTEENTH 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

FIRST ILLINOIS BANK OF WILMETTE ITS SUCCESSORS AND/OR ASSIGNS of the same date and covering the Property described in the Security Instrument and located at:

(the "Lender")

407 THIRD STREET WILMETTE, ILLINOIS 60091

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

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

LINDEN VILLAGE TOWNHOUSE [Manne of Planned Unit Development]

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

PUD COVENANT I. In addition to the covenants and agreements made in the Security Instrument, Borrower and

Lender further covenant inc. agree as follows:

- A. PUD Obligation. 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 proreprly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hezard Insurance. So long whe Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is antisfactory 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 Lander of one-twelfth of

the yearly premium installments for hazard insurance on the Property; and

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

Borrower shall give Lender prompt notice of any lage 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 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 rock be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, a mount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, circ. or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Proper year the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be said 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 are near domain;
- (ii) any amendment to any provision of the "Cunstituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Comers Association;
- (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 sasesaments 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 Burrower 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 Burrower requesting payment.

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

	(Seal)	t Desan	JANES WAN
·Serrows	·Borrower		JANE HYAN
(Seal	(Seal)	<del></del>	
-Borrows	-Bottower		

## **UNOFFICIAL COPY**

#### RIDER A

LEGAL DESCRIPTION FOR MORTGAGE LOAN DATED SEPTEMBER 15, 1989	
IN THE AMOUNT OF \$40,000.00*** , EXECUTED BY JANET RYAN, DIVORCED AND	
NOT REMARRIED**	•
PIN: 05-35-115-060 VOL 109 05-35-115-067 VOL 109	
COMMONLY KNOWN AS: 407 THIRD STREET WILMETTE, ILLINOIS 60091	

PARCEL 1: (407 3RD STREET)

THAT PART OF LOTS 2 AND 3 OF THE LINDEN-WILMETTE SUBDIVISION, BEING A SUBDIVISION OF LOTS 1 THROUGH 5 BOTH INCLUSIVE, AND ALSO LOTS 22 THROUGH 26 BOTH INCLUSIVE IN BLOCK 19 IN THE LAKE SHORE ADDITION TO WILMETTE, BEING A SUBDIVISION OF THE SOUTHEASTERLY 160.0 ACRES OF THE NORTH SECTION OF THE QUILMETTE RESERVATION IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; AND ALSO THE 20.0 FOOT VACATED PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 THROUGH 5 BOTH INCLUSIVE AND NORTH OF ADJOINING LOTS 22 THROUGH 26 BOTH INCLUSIVE IN SAID BLOCK 19 IN LAKE SHORE ADDITION TO WILMETTE; AND ALSO THE VACATED NORTH 15.0 FEET OF LAUREL AVENUE SOUTH OF AND ADJOINING LOTS 22 THROUGH 26 BOTH INCLUSIVE IN SAID BLOCK 19, LYING EAST OF THE EAST RIGHT OF MAY LINE OF THE CHICAGO, NORTH SHORE AND MILWAUKEE RAILROAD ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHFAST CORNER OF SAID LOT 2; THENCE NORTH O DEGREES O MINUTES OO SECONDS EAST ON AN ASSUMED BEARING ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 102.81 FEET TO THE CENTERLINE OF A PARTY WALL EXTENDED EASTERLY; THENCE NORTH 89 DEGREES 59 MINUTES 48 SECONDS WEST ALONG THE CENTERLINE OF A PARTY WALL EXTENDED EASTERLY; THENCE NORTH 89 DEGREES 59 MINUTES 48 SECONDS WEST ALONG THE CENTERLINE OF A PARTY WALL EXTENDED, A DISTANCE OF 20.00 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 48 SECONDS WEST ALONG THE CENTERLINE OF A PARTY WALL EXTENDED, A DISTANCE OF 57.00 FEET; THENCE NORTH 0 DEGREES 0 MINUTES 12 SECONDS EAST, A DISTANCE OF 19.00 FEET TO THE CENTERLINE OF A PARTY WALL EXTENDED WESTERLY; THENCE SOUTH 89 DEGREES 59 MINUTES 48 SECONDS EAST ALONG THE CENTERLINE OF A PARTY WALL EXTENDED, A DISTANCE OF 57.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 19.00 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: (G5)

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THAT PART OF LOTS 2 AND 3 OF THE LINDEN-WILMETTE SUBDIVISION, BEING A SUBDIVISION OF LOTS 1 THROUGH 5 BOTH INCLUSIVE, AND ACTO LOTS 22 THROUGH 26 BOTH INCLUSIVE IN BLOCK 19 IN THE LAKE SHORE ADDITION TO WILMETTE, BEING A SUBDIVISION OF THE SOUTHEASTERLY 160.0 ACRES OF THE NORTH SECTION OF THE QUILMETTE RESERVATION IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND ALSO THE 20.0 FOOT VACATED PUBLIC ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 1 THROUGH 5 BOTH INCLUSIVE AND NORTH OF AND ADJOINING LOTS 22 THROUGH 26 BOTH INCLUSIVE IN SAID BLOCK 19 IM LAKE SHORE ADDITION TO WILMETTE; AND ALSO THE VACATED NORTH 15.0 FEET OF LAURSE AVENUE SOUTH OF AND ADJOINING LOTS 22 THROUGH 26 BOTH INCLUSIVE IN SAID BLOCK 19. LYING EAST OF THE EAST RIGHT OF WAY LINE OF THE CHICAGO, NORTH MORE AND MILMAUKEE RAILROAD ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 24 MINUTES OD SECONDS EAST ON AN ASSUMED BEARING ALONG A SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 40.40 FEET TO THE CENTERLINE OF A PARTY WALL EXTENDED SOUTHERLY; THENCE NORTH OD DEGREES 41 MINUTES DA SECONDS EAST ALONG THE CENTERLINE OF A PARTY WALL EXTENDED, A DISTANCE OF 22.22 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH OD DEGREES 41 MINUTES 04 SECONDS EAST ALONG THE CENTERLINE OF A PARTY WALL EXTENDED, A DISTANCE OF 23.75 FEET TO THE NORTH FACE OF A BRICK GARAGE WALL; THENCE SOUTH 89 DEGREES 18 MINUTES 56 SECONDS WEST ALONG SAID CENTERLINE OF A PARTY WALL; THENCE SOUTH OD DEGREES 41 MINUTES 04 SECONDS WEST ALONG SAID CENTERLINE OF A PARTY WALL, A DISTANCE OF 10.10 FEET TO THE CENTERLINE OF A BRICK GARAGE WALL, A DISTANCE OF 23.75 FEET TO THE SOUTH, FACE OF A BRICK GARAGE WALL, A DISTANCE OF 10.10 FEET TO THE SOUTH, FACE OF A BRICK GARAGE WALL, A DISTANCE OF 10.10 FEET TO THE PLACE OF BEGINNING.

### PARCEL ST

EASEMENTS FOR THE BENEFITS OF PARCELS 1 THROUGH 60 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LINDER VILLAGE DATED OCTOBER 25, 1982 AND RECORDED AND FILED JANUARY 31, 1983 AS DOCUMENT NUMBER 26489738 AND LR 3292280.

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THIS INSTRUMENT PREPARED BY VOLIE A. HOREN FIRST ILLINOIS BANK OF WILMETTE

3825390

	, ·
[Space Above This Line For Recording Data]	
MORTGAGE	
THIS MORTGAGE ("Security Instrument") is given on SEFTEMBER 15.  1989. The mortgagor is "JANET RYAN DIVORCED AND NOT REPARRIED AND REPAR	f not ment and this
which has the address of 407 THIRD STREET WILMETTE	
Which has the address of the state of the st	

which has the address of 407 THIRD	STREET	WILMETTE
	[Street]	[City]
Illinois 60091	("Property Address");	

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

BANKCRAFT

iver dut.... CHEAL ESTATE DEPARTMENT PIIWELLE' **T6009** SIGNITII ISOO CEALBAT AVENUE FIRST TILINOIS BANK OF WILMETTERS SEP :17 S įπ Commission Expires 11/5/92 otery Public, State of Illino MYBITAN Y KOCH OFFICIAL SEAL" My Commission expires: Given under my hand and official seal, this set forth. tiee and voluntary act, to: the uses and purposes therein signed and delivered the said instrument as **Her** subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . . 4 . . ....Bi...(z) whose name(z) who will be the same person(z) whose name(z).... do hereby certify that JANET RYAN DIVORCED AND NOT REPARRIEDAR Notary Public in and for said county and state, the understaned County 55: STATE OF ILLINOIS, (Scal) JONET RYAN BY SIGNING BELOW, Borrewer accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Sorrower and recorded with it. [] Other(s) [specify] A Planned Unit Development Rider 🗍 Oradusted Paymen, Rider Tabia Ylima 4-2 🛄 Condominium Rider rsbi Rat : Rider [] Instrument. [Checks:pringuble box(es)] supplement the coverence and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security Increased, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Ridgis jo this Security Instrument. If one or more riders are executed by Borrower and recorded logether with 22. Wan er of Homestead. Borrower waives all right of homestead exemption in the Property. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs. receiver's bonds and reasonable attorneys, fees, and then to the sums secured by this Security Instrument. costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or shandonment of the Property and at any time Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. before the date specified in the notice, Lender at its option may require immediate payment in full of all aums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to seer in the foreclosure proceding the nonsecured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further amus off to notice the default on or before the date specified in the notice may result in acceleration of 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; unices applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the Ti bna &I sequement in this Security linstrument that not prior to acceleration under agreement in this Security that it is the forth of any coverant or agreement in this Security is the forth of the 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property. unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is at thorized 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 Borro ver 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 ever-lise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and bene it is e 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 cerms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and to agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with rigard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then of any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any little to Lender shall be given by first class muil to Lender's address stated herein or any other address Lender designates by nonce to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Landy, when given as provided in this paragraph.

15. Governing Law: Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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reducating payment.

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 Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7. Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security 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 pay for whatever is necessary to protect the value of the Property and Lender's rights in the bank of the lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the land of the property and Lender's rights in the land of the l If Borrower fails to perform the Protection of Lender's Rights in the Property; Mortgage Insurance.

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

change the Property, allow the Property to deteriorate or commit waste. It 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 Borrower shall not destroy, damage or substantially 6. Preservation and Maintenance of Property; Leaseholds.

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 postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given. the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-ony period will begin applied to the sums secured by this Security Instrument, whether or not then due, with any exc. as paid to Bortower Bandons the Property, or does not answer within 30 days a notice from Lender that the Property, or does not answer within 30 days a notice from Lender that the proceeds to repair or restore offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore of the Property damaged, if the restoration or repair is economically feasible and Lender's recirity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the fraction of repair is not economically feasible or Lender's security would be lessened, the fraction of repair is not economically feasible or Lender's security would be lessened, the fraction of repair is not economically feasible or Lender's security would be lessened, the fraction of the feasible of the feasible of the feasible of the feasible and Lender's recommendation of the feasible of the fe Unices Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

Lender shall have the right to hold the policies and renewals. If Lender requires, Be trower 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 insurance carrier and Lender may make proof of loss if not made promptly by Borrower. All insurance policies and renewals shall be acceptable to Lender and continue a standard mortgage clause.

unreasonably withheld. insurance carrier providing the insurance shall be chosen by Borrower publics to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insured against loss by fire, hazards included within the term "extended co erage" and any other hazards for which Lender 5. Hazard Insurance. Borrower shall keep the improven internow existing or hereafter erected on the Property

of the giving of notice. notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days the Property is subject to a lien which may attain priority over this Security instrument. Lender may give Borrower a agreement satisfactory to Lender subordinating the lien to the Security Instrument. If Lender determines that any part of faith the lien by, or defends against enforcement of the len in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any lar of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the lien or forfeiture of any lar of the Property; or (c) secures from the holder of the lien and the holder of the lien and the holder of the lien or forfeiture of any lar of the Property; or (c) secures from the holder of the lien and t agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good

Borrower shall promptly discharge any iten which has priority over this Security Instrument unless Borrower: (a) receipts evidencing the payments.

pay them on time directly to 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 4. Chargest Liens. Bore wer shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority. Nor this Security Instrument, and leasthold 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 on time directly to the paragraph arms of paragraphs.

Note; third, to amounts payable and or paragraph 2; fourth, to interest due; and last, to principal due.

3. Application of Favments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied. first, to late charges due under the Note; second, to prepayment charges due under the application as a credit agains! the sums secured by this Security Instrument.

any Funds held by "ender It under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately pror it the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Upon peyment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount necessery to make up the deficiency in one or more payments as required by Lender amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrowe 4 sprion, either prompily repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

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

sease of current data and reasonable estimates of future escrow items. one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

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