UNOFFICIAL, COPY 3 8

LOAN # 01-49690-39

ASSUMPTION RIDER TO MORTGAGE

DAT	ED THE	23KD	_ DAY OF	AUGUST	, 19 <u>_90</u>	BETWE	EN LEN	DER
		ERAL BANI ROSARIO,		INGS AND I	BORROWER	₹,		
Notw Rider shall	ithstandir r is attach be asaur	ng anything ed, Lender a nable by a	to the cor and Borrow Third Party	ntrary container agree that, hereinafter set	t the loan se referred to	cured by t	he mort	gage
1.	loan in t	the amount	of the ther	omits to Len outstanding unt and othe	g principal b	alance an	d Trans	feree
2.	amount balance	of not mo	re than thr	scretion asso ee percent consideration	(3%) of the	outstand	ing prin	cipal
3.	for a loa	an pursuant	to Lender	the Transfe is standerd u umption or tr	underwriting	criteria be	efore Le	Jalify Indei
4.		other terms and effect.	s of the abo	ove describe	d note and n	nortgage v	vill rema	in in
5.	taking th appraise and by a discretio appraisa	ie lesser of id value sha in appraisal n. Lender,	the purcha all be deteri performed , at its opti med at Bo	nust be at lea ally made. S se price (if a mined by Le by an apprai tion, may re orrower's ex	pplicable) or nder in its r ser approve quire that t	rappraisal reasonable d by Lend the above	value. judger er in its mentic	The nent sole ned
N WI	TNESS \	WHEREOF , 1990		has execute	d this Ride	er the <u>23</u>	IRD da	y of

BORROWER

ADJUSTABLE RATE LOAN RIDER

UNOFFICIAL GOPY 3 8

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

This Rider is made this 23kDday of AUGUST
CRAGIN FEDERAL BANK FOR SAVINGS
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 2518 N. TRIFF, CHICAGO, ILLINOIS 60639
Property Address
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
A. INTEREST RATE AND MONTHLY PAYMENT CHANGES The Note has an "Little Interest Rate" of .5.599. The Note interest rate may be increased or decreased on the .151, day of the month beginning on .5EPTEMPER .Q1, 1921. and on that day of the month every
12 months thereafter
Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the [Check one box to indicate Index.]
(1) — "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major
(2) XX NATIONAL MONTALY MEDIAN COST OF FUNDS
(2)
[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will
be no maximum limit on changes.]
(1) There is no maximum limit on changes in the interest rate at any Change Date. (2) XX The interest rate cannot be changed by more than ? percentage points at any Change Date.
If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. In
creases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments
B. LOAN CHARGES
It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges
and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the
loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount
necessary to reduce the charge to the permitted limit; and (B) any surns already collected from Borrower which exceed
ed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal
owed under the Note or by making a direct payment to Borrower.
C. PRIOR LIENS If Lender determines that all or any part of the sums secured by this Se unity Instrument are subject to a lien
which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower
shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly
secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.
D. TRANSFER OF THE PROPERTY
If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1)
an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit of the amount of any one in-
terest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as r. cc adition of Lender's
waiving the option to accelerate provided in paragraph 17.
By signing this, Borrower agrees to all of the above.
CA CA
$\sqrt{1}$
CARMEN D. ROSARIO -BOTTOWET
CARMEN D. ROSARIOBorrower
,
Borrower

01-49690-39 UNOFFICIAL 3GOP \$997838

This instrument was prepared by: RICHARD. J... JAHNS...... (Name

> (Address) CHICAGO, IL 60639

5133, M. FULLERTON, AVE. .

MORTGAGE

THIS MORTGAGE is made this	23RD D. ROSARIO, A.S.	day of AUGUST	·
CRAGIN FEDERAL BANK FOR SAVINGS existing under the laws of THE . UNITED	STATES OF AMERI	, a corpo	oration organized and
WHEREAS Borrower is indebted to Lend HOUSAND S.X. HUNDRED AND NO note dated AUFIST 23, 1990 Interest, with the lakence of the indebtedness,	/109	which indebtedness is evid ing for monthly installme	lenced by Borrower's nts of principal and
To Secure to Lende. (a) the repayment payment of all other sums, v.th interest the Mortgage, and the performance of the covenant any future advances, with interest thereon, 'Future Advances'), Borrower does hereby the service of th	reon, advanced in accornts and agreements of Bo made to Borrower by L	dance herewith to protect prrower herein contained, a ender pursuant to paragraj	the security of this and (b) the repayment oh 21 hereof (herein

ny futu.

Attre Advance.

ated in the County

OT 35 AND THE SOUTH be
PENBERTHY'S ADDITION TO PE.

SOUTHWEST 1/4 OF THE SOUTHEAS
NORTH, RANGE 13, EAST OF THE THIE
COUNTY, ILLINOIS.

PERMANENT INDEX \$13-27-413-027

which has the address of .2518 N. TRIPP		CHICAGO
	[Street]	[City]
ILLINOIS 60639 (herein "Pro	perty Address");	
(State and Zip Code)		

TOOETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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

1830 AUG 29 AM P CAROL MOSELLY PRACTI REGISTRAR OF TITLES XOS OT Sildug VietoM origit week TVIDLEO. My Commission expires: Given under my hand and official seal, this 0661 TRUDUA HISC DAD set forth. free and columbity act, for the uses and purposes therein sa instrument the said instrument as a safety as subscribed to the foregoing instrument, appeared before me the cay in person, and acknowledged that personally known o me to be the same person(s) whose name(s)..... do hereby certify that SARHEN DI PROSARIO, A SPINSTER Notary Public in and for said county and state, County ss: STATE OF LLUNOIS, CDC to Borrower. Nortweer and an an accordance of recordances, it any.

23. Walver of Momentead. Borrower hereby waives all right of homestead exemption in the Property.

23. Walver of Momentead. Borrower hereby waives all right of homestead exemption in the Property.

23. Walver of Momentead. Borrower has executed this Morrgage.

In Witness Where for, Borrower has executed this Morrgage. indebiedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, ever at the original amount of the Note plus US \$1.280.00.

22. R. . Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge 21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the those tents actually received. Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for 26. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional accurity hereunder, Borrower halfs, prior to acceleration under paragraph 18 hereof or abandonment of the Property, provided that Borrower shall, prior to acceleration under pergraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption to following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be 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 property including those entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those pass due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collected by Lender on the receiver's fees, premiums on receiver's bonds and reasonable Property and collection of rents, including but not limited to receiver's fees, premiums on receiver's bonds and reasonable no acceleration had occurred. in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and breaches of any other covenants or agreements of Borrower contained in this Mortgage: (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in contained by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in th

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Mote and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be centrary to applicable law, in which event such amounts shall bear interest at the highest rate

permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided

that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property. 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned

and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrow r.

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 such notice is mailed. Lender is a thirized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the

Property or to the sums secured by this Mortgage.

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

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

11. Forbearance by Lender Not a Walter. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebted and sequenced by this Mortgage.

right to accelerate the maturity of the indebted less secured by this Mortgage.

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

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Montage are for convenience only and are not to be used to

interpret or define the provisions hereof.

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

15. Uniform Mortgage; Governing Law: Severability. This form of mo tgage combines uniform covenants for national

use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

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

of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encountrained subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the great of any lensehold interest of these years or less to be a purchase of lander may at London part of the course secured by (a) Mortgage to be not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by nin Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or conseer. Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate. Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

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

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

inaurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and were a part neredt.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or it any action of proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, entirent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrup; or decedent, then Lender to protect Lender's interest, including, but not limited to, disbursement of seasonable attorney's fees and entry upon the Property to make repairs. If Lender required nortgage insulance as a reasonable attorney's fees and entry upon the Property to make repairs. If Lender required to maintain auch condition of making the loan secured by this Mortgage, Borrower shall pay the gramiums required to maintain auch insulance in effect until such time as the requirement for such insulance terminates in accordance with Borrower's and insulance in effect until such time as the requirement for such insulance terminates in accordance with Borrower's and insulance in effect until such time as the requirement for such insulance terminates in accordance with Borrower's and

were a part hereof.

or covenants creating or governing the condominium or planned unit development, the condominium or planned unit development, and couments. It a condominium or planned unit development, and constituent development is an expensional to the covenants and agreements of such rider tider is executed by Botrower and recorded together with this Mortgage, the covenants and agreements of this Mortgage as it the rider tider is incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as it the rider tider is the planned into and shall amend and supplement the covenants and agreements of this Mortgage as it the rider tider is parely and the planned into and shall amend and supplement the covenants and agreements of this Mortgage as it the rider and agreements of this Mortgage as it the rider and agreements of this Mortgage as it the rider and agreements of this Mortgage as it the rider and agreements of this Mortgage as it the rider and agreements of this Mortgage as it the rider and agreements of this Mortgage as it the rider and agreements of this Mortgage as it the rider and agreements of this Mortgage as it the rider and agreements of this Mortgage as it the rider and agreements of this Mortgage as it the rider and agreements of this Mortgage as it the rider and ride 6. Preservation and Maintenance of Property; Lesseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or condominium or a planned unit development, Borrower shall perform all of Borrower's obligations and regulations of the condominium or expensive creating or enclaration.

acquisition.

Unless that sents section of the monthly installments referred to in paragraphs I and 2 hereof or change the amount of proceeds to principal shall not extend or postpone the date of the monthly installments referred to in paragraphs I and 2 hereof or change the amount of such installments. It under paragraph 18 hereof the Property is acquired by Lender, all right, little and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or

is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage. date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for in ur nce benefits, Lender by sortower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower, or if Borrower fails to respond to Lender within 30 days from the Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the to Borrower.

DY BOLLOWER.

clause in tayor of and in form acceptable to Lender. Lender shall have the right, to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance policies and renewals thereof shall be in form acceptable. Scholer and shall include a standard mongage

such coverage exceed that amount of coverage required to pay the tire, secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Lortower subject to approval by Lender; provided, the insurance policies shall not be unreasonably withheld. All premiums on neurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the

S. Hazard Insurance. Borrower shall keep the improvemen s now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extender" coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of principal on any rudice Advances.

4. Charges, Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower and promptly turnish to Lender receipts evidencing such payments. Borrower shall make payment directly. Borrower and promptly furnish to Lender receipts evidencing such payments. Borrower shall make payment directly. Borrower and promptly furnish to Lender to discharge any such lien so long as Borrower shall not be such lien so long as Borrower shall not be such lien as a manner acceptable to Lender, or shall in good trith contest such lien by, or defend enforcement of such lien in, lien in a manner acceptable to Lender, or shall in good trith contest such lien by, or defend enforcement of such lien in, less proceedings which operate to prevent the enforcement or such lien in, legal proceedings which operate to prevent the enforcements of the property or any part thereoft eggs proceedings which operate the lien or fortestive energy or any part thereoft search insured. Borrower shall keep the improvements in now existing or hereafter erected on the Property insured so. Hazard Insured.

principal on any Puture Advances.

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

held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender apply, no later than immrediately prior to the sale of the Property of its acquisition by Lender, any Funds held by Lender at the time of application against the sums secured by this Morigage.

beld by Lender and not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower any amount thereof.

Upon payment in ful of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds back to be a promptly refund to borrower any Funds. If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior together dates dates of taxes, assessments, insurance premiums and ground tents, shall exceed the amount required to pay said taxes assessments, towing premiums and ground tents as they fall due, such excess shall be, at Borrower's option, either i promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds beld by Lender, and not be sufficient to nay taxes assessments insurance premiums and country.

by this Mortgage.

requires such inferest to be paid, 1,ender snail not on required to play portower any interest to the paid, 1,ender snail not on required to borrower, without charge, an annual accounting of the Funds arowing credits and debits to the Funds and the funds are pledged as additional security for the sums secured permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Lender or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law ensurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account,

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to large for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to lead to taxes and insurance, to the dote, until the dote is paid in full, a sum therein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this blue one-twelfth of yearly premium installments for nortgage insurance, if any, all as reasonably estimated initially and from plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or assessments, including Lender if Lander is such an institution.) Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground tents. Lender may not charge for so holding and applying the Funds, analyzing said account, insurance premiums and ground tents. Lender may not charge for so holding and applying the Funds, analyzing asid account, insurance premiums and ground tents. Lender may not charge for so holding and applying the Funds, analyzing asid account.

1. Payment of Principal and Interest. Botrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Mote, prepayment and late charges us provided in the Mote, and the principal of and interest on any Future Advances secured by this Mortgage.

UNIFORM COVENAUTS. Bortower and Lender covenant and agree as follows: