after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture 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 Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph

7, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disburser ent at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

8. Mortgage Insurate. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance covera ( ) equired by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mort age insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgate insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage incurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, us, and ctain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with my written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make the sonable 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.

10. 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 in all 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrows, 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, dided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the e ent of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the

proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 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 prin ipal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the payments.

11. Borrower Not Released; Forbearance by Lender Not a Walver. Extension of the time for proment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor is 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 collerwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's

13. 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) 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.

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This instrument was prepared by: MARGARETTEN & COMPANY INC 905 W 175TH ST HOMEWOOD IL 6043 MORTGAGE 62204949

THIS MORTGAGE ("Security Instrument") is given on May 29th, PATRICIA SMITH, XXXXXXXXXXXXX DIVORCED AND NOT SINCE REMARRIED denotes the constant ho S with the constant ho

("Borrower").

This Security Instrument is given to

RGARETTEN & O'IPANY, INC. er the laws of the State of New Jersey , and whose address is

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Ronson Road, Jee in, New Jersey 08830 wer owes Lender the principal sum of

("Lender").

which is organized and existing

Seventy-Seven Thousand, Five Hundred and 00/100 Donars (U.S. 77, 500.00 This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides by monthly payments, with the full debt, if not paid earlier, due and payable Dollars on June to Lender: (a) the repayment of the debt evidenced by the Note; with interest, and all tenevals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7.0 protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this occurity Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

County, Illinois:

Lot 29 And Lot 30 in block 4 in Frank A Mulholland's 79th street AND STATE ROAD SUBDIVISION BEING A SUZDIVISION OF THE SOUTH 3/4 OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 7727 S LARAMIE AVE, BURBANK, IL 60459 PERMANENT TAX NOS. 19-28-408-015 19-28-403-016

which has the address of

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STARAMIE AVE # 18 BURBANK # IL 12 60459 11.

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("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

ILLINOIS—SINGLE FAMILY—FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90 MAR-1205 Page 1 of 5 (Rev. 5/91) कारणी कार्यक्रम कार्यक्रिया प्रधानमध्य प्रकार कार्यक्रम करें MAR-1201 (Bay, 7/87)

And advers a secretary of the con-

Security Instrument, the covenants and agreements of this Security Instrument as it the rider(s) were a part of this Security Instrument. 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

NO RIDERS ATTACHED The following Riders are attached:

and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

through the colours with a restrict the form the colour definition. in a compression in other confidence in the confidence of the conf A AMERICA CONTROLLARIO DE SOCIA E SOCIA CONTROLLARIO CONT SOCIAL SECURITY NUMBER 建加加强 经付款的 医线性性 医多种性性 医中心性 医二氏管 医多种心管 医多种病 医心管 医性神经 医多种 Some at the first never SOCIAL SECURITY NUMBER 361-82-6978 PATRICIA SMITH-BOTTOWER

ACCIVE SECURITY NUMBER POLLOMOL

SOCIAL SECURITY NUMBER

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My Commission Expines 10/23/94 Piotett Public, State of Hitrary JEAN M. BURNS "OFFICIAL SEAL"

Albania.

COOK

SIVILE OF ILLINOIS,

personally known to me to be the same personal) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as his, her, their free and voluntary act, for the uses and purposes therein set forth. a la matallicia del activat, que finale esta de decade finale, se la contra esta esta esta esta esta esta esta

a del la versa del casal·les a qui <del>la prese</del> a casalor e<mark> medici del la</mark> la casa especia, en cesas e qua PATRICIA SMITH, BARRARE DIVONCED AND NOT SINCE HEMARKED P.S.

I, the Undersigned, a Notary Public in and for said county and state, do hereby certify that

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Civen under my hand and official seal, this 29th

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ea. Any notice to Borrower provided for in this Security Instrument shall be given by delive

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 to Borrower or Lender wheir 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.

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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 permitte, by this Security Instrument without further notice or demand on Borrower.

18. Borrower's P'3ht 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 (a) would be due under this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which the would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other commands or agreements; (e) 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 tully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Parag aph 17.

19. Sale of Note; Change of Loan Service. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to tale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the ardress to which payments should be made. The notice will also

contain any other information required by applicable law.

20. Hazardons Substances. Borrower shall not cause or ver it the presence, use, disposal, storage, or release of any Hazardons Substances on or in the Property. Borrower shall not do, for allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two scaleries shall not apply to the presence, use, or storage on the Property of small quantities of Hazardons Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Lazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is precessary, Borrower shall promptly

take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances by Environmental Law: gais of the following substances by Environmental Law: materials containing asbestos or formaldehyde, and rar on the materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental profection Englished and account to the property of the profession of the p

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 in a supplicable law provides otherwise). The notice shall specify (a) the default; (b) the setion required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that fallure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by Judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower shall pay any recordation costs.
  - 23. Walver of Homestein. Borrower walves all right of homestead exemption in the Property.

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पुरानक्ष्मिक्तार्थे । अस्ति स्थान प्रदेश है अन्यक्ष्माना स्थान । अस्ति । अस्ति । अस्ति । अस्ति । अस्ति । अस्ति

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of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lenscholds.

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 21 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 1 and 2 or change the amount of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

Section the secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Described the insurance carrier, has done an answer within 18 motice from Lender that the insurance carrier, has offered to settle to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower restonation or repair is not conomically feasible or Lender's security would be lessened, the insurance proceeds shall be applied the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the Lender, Lender may make proof of loss if not made propagate by Borrower.
Unless Lender and Borrower otherwise agree in withing, insurance proceeds shall be applied to restoration or repair of

of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the in," rance carrier and shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraphen. which stall not be unreasonably withheld. If Borrower fails to maintain coverage described above Lender may, at Lender's that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrours subject to Lender's approval floods or flooding, for which Lender requires, in the periods of flooding, for the amounts and for the periods Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including Leagued or Property Insurance of Bongover shell been of improvements now entitue or heresiter erected on the

one or more of the agiging set forth above within 10 days of the giving of new

over this Security Instrument, Lender may give Borrower, a notice identifying the Len. Borrower shall satisfy the tien or take lien to this security Instrument. If Lender determines that any part of the Pi apo at subject to a lien which may attain priority the enforcement of the lien; or (c) secures from the holder of the lien an agreement of the Lender subordinating the the fien by, or defends against enforcement of the then in, legal proceedings which in the Lender's opinion operate to prevent Borrower shall promptly discharge any lien which has priority .. er this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in an ier seceptable to Lender; (b) contests in good faith

payments.

COANG THE ALL AND EQUIONET Shall pay all here. As suggested Bayments or ground rents, if any Borrower shall pay 2, thirth spice car due; hourth, to principal due; or dilant, to any late charges due under the Note.

I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph

3. Application of Payments. Unless t ppi' sable law provides otherwise, all payments received by Lender under Paragraphs

by this Security Instrument. sale of the Property, shall apply any Put & hold by Lender at the time of acquisition or sale as a credit against the sums secured Funds held by Lender, If, under Paregraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or

Upon payment in full of all sures secured by this Security Instrument, Lender shall promptly refund to Borrower any more than twelve monthly payments, at Lender's sole discretion.

Borrower shall pay to Lender the transmit necessary to make up the deficiency. Borrower shall make up the deficiency in no for the excess Funds in a con tance with the requirements of applicable law. If the amount of the Funds held by Lender at any so notify Borrower in writing, and, in such case any time is not sufficient to say the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case

If the Funds held 'w Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Borrower, withe et :harge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for Funds, Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting or scrifying the Estrew Items, unless Lender pays Brangwer Interest our the Funds and applicable law permits Lender to make the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account. The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay

expenditures of future Escow Items or otherwise in accordance with applicable law.

lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to thing, 12 U.S.C. § 2601 et seg. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the payments or ground rents on the Property, if say, (c) yearly heavand or property insurance premiums; (d) yearly flood insurance premiums; (d) any sums payable by Borrower to Lender, in secondance with the provisions of Faragraph 8, in Bea of the payment of mortgage insurance premiums. These tiems are called accordance with the provisions of Faragraph 8, in Bea of the payment of mortgage insurance premiums. These tiems are called accordance with the provisions of Faragraph 8, in Bea of the payment of mortgage insurance premiums. These tiems are called accordance with the provisions of Faragraph 8, in Bea of the maximum amount a lender "Escrow litems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender. 2. Finals for These and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lander on the day monthly payments are due under the Note in med in full, a sum ("Funds") for: (a) yearly Lander on the day monthly payments are due under the Note in the Property; (b) yearly lessehold inner and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lessehold