

UNOFFICIAL COPY

3232 West Peterson Avenue
Chicago, Illinois 60659-3692
Member FDIC (312) 583-6300

4004241

[Space Above This Line For Recording Data]

M O R T G A G E

THIS MORTGAGE ("Security Instrument") is made this 10th day of October, 1991 between the mortgagor, Harris Trust and Savings Bank not personally but as Trustee under Trust Agreement dated 10/09/91 and known as Trust No. 94987 (herein "Borrower"), and the mortgagee, PETERSON BANK, an Illinois state bank, whose address is 3232 West Peterson Avenue, Chicago, Illinois 60659 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Ninety Five Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 10, 1991 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on the 1st day of November, 1996;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT 19 AND 20 IN THE HULBERT FULERTON AVENUE HIGHLANDS SUBDIVISION NO. 3, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. 13-28-421-021-0000

which has the address of 5058 W. Altgeld Street/2507 N. LeClaire Avenue, Chicago, Illinois 60639 (herein "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, water rights, and water stock, and all fixtures now or hereafter a part of 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 Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to sell, lease, grant and convey the Property, 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

- PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note.
- FUNDS FOR TAXES AND INSURANCE.** At Lender's sole option, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Security Instrument, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held with the Lender in an escrow account. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Security Instrument 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 earnings on the Funds. Lender shall give to Borrower (or the beneficial owner under the Trust Agreement hereinabove mentioned), 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 sums secured by this Security Instrument.

NOTE IDENTIFIED

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My Commission Expires: 9/19/94
Cook County
State of Illinois

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Address	Submitted	Address	Promised	Address	Notary Public

STATE OF ILLINOIS

Title: SECRETARY
 Title: Blum Eberle
 Attest:

Peterson Bank
 3232 W. Peterson Avenue
 Chicago, Illinois 60659

Permanent Index Number:
 13-28-421-021-0000

By: [Signature]
 Title: Vice President

not personally but as Trustee as aforesaid
 Harris Trust and Savings Bank
 and year first above written.
 IN WITNESS WHEREOF, Trustee has caused this instrument to be executed by its duly authorized officers as of the day
 the manner herein and in said Note provided, or by action to enforce the personal liability of the guarantor if any.
 herunder shall look solely to the Property hereby conveyed for the payment hereof, and the enforcement of the lien thereby created, in
 and its successors as concerned, the legal holder of said Note and the owner or owners of any indebtedness accruing
 and that, so far as
 such liability, if any, being expressly waived by Lender and by every person or now or hereafter claiming any right or security
 HARRIS TRUST AND SAVINGS BANK
 acure thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied herein contained, all
 personally to pay said Note or any interest that may
 HARRIS TRUST AND SAVINGS BANK
 created in it as such Trustee, and it is expressly understood and agreed by Lender and by every person now or hereafter claiming any right
 not personally but as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and
 HARRIS TRUST AND SAVINGS BANK

(i) the new and prior interest rate of my loan;
 (ii) the amount of my monthly payment, following the Change Date;
 (iii) any additional matters which the Note Holder is required to disclose; and
 (iv) the title and telephone number of the person who will answer any questions I may have regarding the notice.
 This instrument is executed by HARRIS TRUST AND SAVINGS BANK
 beginning on the first monthly payment date after the Change Date until the amount of my monthly payment
 (E) Notice of Change
 My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment
 based on a 360 day year amortization, from the date of the Note. The result of this calculation will be the new amount of my monthly payment.
 (D) Effective Date of Changes
 My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment
 beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
 (E) Notice of Change
 The Note Holder will mail or deliver to me a notice at least 25 days prior to each Change Date. The notice will advise me
 of:
 (i) the new and prior interest rate of my loan;
 (ii) the amount of my monthly payment, following the Change Date;
 (iii) any additional matters which the Note Holder is required to disclose; and
 (iv) the title and telephone number of the person who will answer any questions I may have regarding the notice.
 This instrument is executed by HARRIS TRUST AND SAVINGS BANK

1st day of every month thereafter. Each date on which my interest rate could change is called a "Change Date."
 19 91, and on
 day of November 1st

22. ASSIGNMENT OF RENTS: LENDER IN POSSESSION. As additional security
 herunder, Borrower hereby assigns to Lender the right to collect and retain such rents as they become due and payable,
 paragraph 20 hereof or abandonment of the Property, provided that Borrower shall, prior to acceleration under
 any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter
 upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected
 By Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including,
 but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this
 Security Instrument; Lender and the receiver shall be liable to account only for those rents actually received.
 23. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
 Instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.
 24. USE OF THE PROPERTY. Unless Lender and Borrower otherwise agree in writing, Borrower at all times shall
 cause the beneficial owner under the Trust Agreement mentioned to use the Property as his or her sole principal residence.
 25. INTEREST RATE AND MONTHLY PAYMENT CHANGES. In addition to the covenants and agreements made in
 this Security Instrument, Borrower and Lender further covenant and agree as follows: The Note provides for an initial interest rate
 of 9.50%. The Note provides for changes in the interest rate and the monthly payments, as follows:
 Interest Rate and Monthly Payment Changes
 (A) Change Dates
 The interest rate I will pay may change on the 1st day of November 19 91, and on
 day of every month thereafter. Each date on which my interest rate could change is called a "Change Date."
 (B) The Index
 Beginning with the first Change Date, my interest rate will be based on an "Index." The Index is the highest prime rate
 as published in the Money Rates section of the Wall Street Journal each business day. The most recent index figure available as of 30
 days before each Change Date is called the "Current Index."
 If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable
 information. The Note Holder will give me notice of its choice.
 (C) Monthly Payment Changes
 The Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid
 principal that I owe on the Change Date in substantially equal payments by the maturity date at my new interest rate,
 based on a 360 day year amortization, from the date of the Note. The result of this calculation will be the new amount of my monthly payment.
 (D) Effective Date of Changes
 My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment
 beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
 (E) Notice of Change
 The Note Holder will mail or deliver to me a notice at least 25 days prior to each Change Date. The notice will advise me
 of:
 (i) the new and prior interest rate of my loan;
 (ii) the amount of my monthly payment, following the Change Date;
 (iii) any additional matters which the Note Holder is required to disclose; and
 (iv) the title and telephone number of the person who will answer any questions I may have regarding the notice.
 This instrument is executed by HARRIS TRUST AND SAVINGS BANK

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If the Property is damaged or destroyed, or if, after notice by Lender to Borrower that the condemner offers to make an award of settlement for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized 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 Security Instrument.

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

10. **BORROWER NOT RELEASED.** 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, 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 Security Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **FORBEARANCE BY LENDER NOT A WAIVER.** 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 indebtedness secured by this Security Instrument.

12. **REMEDIES CUMULATIVE.** All remedies provided in this Security Instrument are distinct and cumulative to any other right or remedy under this Security Instrument or afforded by law or equity, 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 19 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **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.

15. **LEGISLATION.** If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note or this Security Instrument unenforceable according to their respective terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Security Instrument, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by this Security Instrument to be immediately due and payable, and may invoke any remedies permitted by paragraph 20. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 19.

16. **NOTICES.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class 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 first class mail 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

17. **GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by the law of the State of Illinois. 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, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

18. **BORROWER'S COPY.** Borrower (or the beneficial owner under the Trust Agreement hereinabove mentioned) shall be furnished a conformed copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

19. **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.** If all or any part of the Property or an interest therein 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 Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by Federal Law.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 16 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 this Security Instrument.

20. **ACCELERATION; REMEDIES, EXCEPT AS PROVIDED IN PARAGRAPH 19 HEREOF, UPON BORROWER'S BREACH OF ANY COVENANT OR AGREEMENT OF BORROWER IN THIS SECURITY INSTRUMENT OR IN THE NOTE INCLUDING THE COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS SECURITY INSTRUMENT.** LENDER MAY, AT LENDER'S OPTION, DECLARE ALL SUMS SECURED BY THIS SECURITY INSTRUMENT TO BE IMMEDIATELY DUE AND PAYABLE PRIOR TO ACCELERATION. LENDER SHALL MAIL NOTICE TO BORROWER AS PROVIDED IN PARAGRAPH 16 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 MAILED 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 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 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 SECURITY INSTRUMENT TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT 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.

21. **BORROWER'S RIGHT TO REINSTATE.** Notwithstanding Lender's acceleration of the sums secured by this Security Instrument, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to entry of a judgment enforcing this Security Instrument if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Security Instrument and in enforcing Lender's remedies as provided in paragraph 20 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, 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 Security Instrument such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Security Instrument bears to the fair market value of the Property immediately prior to the date of taking.

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.

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.

7. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse, such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. 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 such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and 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.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall keep the Property in good repair and shall not permit any deterioration of the Property and shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development is executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of such instrument shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider were a part hereof.

5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, theft, and other hazards included within the term "extended 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 such coverage exceed that amount or coverage required to pay the sums secured by this Security Instrument.

4. CHARGES, LENS. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may remain payable over the term of this Security Instrument, and in the event Borrower pays therefor, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against, enforcement of such lien in legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument. If Lender determines that any part of the Property is subject to lien which may attain priority over this Security Instrument, Lender may give Borrower a notice of contesting the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

2. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, theft, and other hazards included within the term "extended 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 such coverage exceed that amount or coverage required to pay the sums secured by this Security Instrument.

1. PAYMENTS. Borrower shall pay to Lender all payments due under this paragraph, and in the event Borrower pays therefor, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against, enforcement of such lien in legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument. If Lender determines that any part of the Property is subject to lien which may attain priority over this Security Instrument, Lender may give Borrower a notice of contesting the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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