

UNOFFICIAL COPY

4004385

IN DUPLICATE

TORRENS

4004385

Submitted by	4004385
Address	
Principals	4004385
Delivery Co. Inc.	
Date to	
Address	
Notified	
LIBERTY TITLE INS CO 925 N. PLUM GLOVE RD. SCHAUMBURG, IL 60173 312 519-7733	4004385

4004385

1991 OCT 21 AM 10:17

CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

4004385

[Space Above This Line For Recording Data]

MORTGAGE

FMC # 067087-1

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 15, 1991**
The mortgagor is **JOHN W. ST. LEGER AND CHARLYNE K. ST. LEGER, HIS WIFE**

FLEET NATIONAL BANK

("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA** and whose address is
11200 WEST PARKLAND AVENUE MILWAUKEE, WISCONSIN 53224

(**"Lender"**). Borrower owes Lender the principal sum of
FORTY FIVE THOUSAND FIVE HUNDRED AND 00/100
Dollars (U.S. \$ 45,500.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
NOVEMBER 1, 2006. This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other
sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby
mortgage, grant and convey to Lender the following described property located in **COOK**

County, Illinois:

LOT ONE (1) IN BLOCK ONE (1), IN HOFFMAN ESTATES, I. BEING A
SUBDIVISION OF THAT PART OF THE WEST HALF (1/2) OF THE NORTHWEST
QUARTER (1/4) AND THAT PART OF THE NORTHWEST QUARTER (1/4) OF
THE SOUTHWEST QUARTER (1/4) OF SECTION 14, TOWNSHIP 41 NORTH
RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF
HIGGINS ROAD, TOGETHER WITH THAT PART OF THE NORTHEAST QUARTER
(1/4) OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE
THIRD PRINCIPAL MERIDIAN, LYING NORTH OF HIGGINS ROAD, ACCORDING
TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF
TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 5, 1955, AS DOCUMENT
NUMBER 1612242, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-15-200-016

which has the address of

960 APPLE STREET
(Street)HOFFMAN ESTATES
(City)

Illinois 60195

("Property Address");

(Zip Code)

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1676 (9012)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-333-9393 □ FAX 616-701-1131

4004385

UNOFFICIAL COPY

Form 3014 9/90 (page 6 of 6 pages)

HOMECWOOD, ILLINOIS 60490

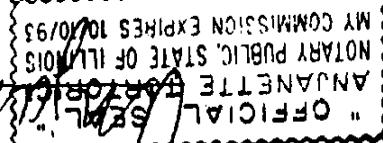
17921 SOUTHWESTERN

Fleet Mortgage Corp.

PATL D. HANNAH FOR

DOCUMENT PREPARED BY:

This instrument was prepared by



My Commission expires: 10/01/93

Notary Public

1991 10/15/91

Given under my hand and official seal, this

forth.

and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed

, personally known to me to be the same person(s) whose name(s) ARE

do hereby certify that JOHN W. ST. LEGER AND CHARLOTTE K. ST. LEGER, HIS WIFE -

, a Notary Public in and for said county and state,

1. THE UNDERSIGNED

STATE OF ILLINOIS.

County ss:

Social Security Number 333-40-4442 Borrower
CHARLOTTE K. ST. LEGER, HIS WIFE - (Seal)
Social Security Number 333-40-4442 (Seal)
JOHN W. ST. LEGER 10-15-91 Borrower
Social Security Number 333-40-4442 (Seal)

Witnesses:

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

Other(s) (specify)

- Adjustable Rate Rider
- Comdominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Rate Improvement Rider
- Second Home Rider
- Balloon Rider

(Check applicable box(es))

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument.



UNOFFICIAL COPY

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

19. Sale of Note; Change of Loan Servicer. 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 a sale 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 address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous 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 Hazardous 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 necessary, 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: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive 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 protection.

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 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action 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 failure 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. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

4001385
Office

UNOFFICIAL COPY

Form 3014 9/90 (page 2 of 6 pages)

loads or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the period of time required by law.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

one or more of the actions set forth above within 10 days of the giving of notice.

over this Security instrument, Lender may give Borrower a notice terminating the loan. Borrower shall satisfy the loan or take

to this Security instrument, if Lender determines that any part of the Property is subject to a lien which may affect all or priority

or more agreements of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien

then by, or defends against any claim of the obligee in a manner acceptable to Lender; (b) contains in good faith the

in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees

the payment.

6. Charges: Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions resulting from the payment

this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing

the payment owed payment. Borrower shall provide all notices of amounts to be paid under

time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under

shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay the

Property which may attain priority over this Security instrument, and leasehold payments of ground rent, if any. Borrower

shall pay the obligations in full of all sums secured by this Security instrument, unless otherwise provided by Note.

7. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

paragraphs 1 and 2 shall be applied: first, to any prepayment due under the Note; second, to amounts payable under

accrued by this Security instrument.

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, prior to the acquisition of

Funds held by Lender, shall promptly refund to Borrower any

Funds paid in full of all sums secured by this Security instrument, Lender, shall pay the amount of the Funds held by

Lender in no more than twelve months solely discretion.

Borrower shall pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the

Lender at any time is not sufficient to pay the security items when due, Lender may so notify Borrower in writing, and, in

Borrower for the excess Funds in accordance with the requirements of applicable law.

If the Funds held by Lender exceed the amounts permitted in (d), held by applicable law, Lender shall account to

this Security instrument.

purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by

such debt to Borrower, without charge, in annual accounts of the Funds, showing credits and debits to the Funds and the

amounts on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender

agreement is made or applicable law requires interests to be paid, Lender shall not be required to pay Borrower any interest or

agreement is made or applicable law requires interests to be paid, Lender, unless otherwise provided otherwise. Unless an

estate tax reporting service used by Lender may require Borrower to pay a one-time charge for an independent real

Lender to make such a charge. However, Lender, may require Borrower to hold the Funds and applicable law permits

the Farrow items. Lender may not charge Lender to pay Borrower for holding the Funds and applying the escrow

account, or verifying the escrow items, unless Lender pays Borrower interest on the Funds annually during the escrow

of the Funds. Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay

(including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

of this Security instrument.

estimates of expenditures of future escrow items or otherwise in accordance with applicable law.

exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonably

law that applies to the Funds. It is a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to

Exhibit Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another

amount a Lender for a federally related mortgage loan may require for Borrowers escrow account under the federal Residential

Items are called "escrow items". Lender may, at any time, in lieu of the payment of mortgage insurance premiums,

Lender, in accordance with the provisions of paragraph 8, in any sums payable by Borrower to insure the property or ground rents on the Property, if any); (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to

insurance premiums, if any); (g) yearly property insurance premiums, if any); and (h) any sums payable by Borrower to

Lender on the day monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly

taxes and assessments which may affect the improvements now existing or hereafter erected, Borrower shall pay to

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principals of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

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

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.

BORROWER COVENANTS that Borrower is lawfully seized 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 waives and will defend generally the title to the Property against all claims and demands, subject to any

encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to

insurement. All of the foregoing is referred to in this Security instrument as the "Property".

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".

UNOFFICIAL COPY

Single Family - Private/Freddie Mac UNIFORM INSTRUMENT - Uniform Coverage 9/90 (page 4 of 6 pages)

continuation of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as remedies permitted by this Security Instrument without certain conditions, Borrower shall have the right to have

18. **Borrower's Right to Remit.** If Borrower meets certain conditions, Borrower shall have the right to have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower.

Security instrument of the date the notice is delivered or mailed within which Borrower must pay all sums secured by this

not less than 30 days from the date the notice is given to pay these sums prior to the expiration of this period. Lender may invoke any

17. Under certain circumstances, Lender shall provide a period of acceleration. The notice shall provide for a period of

the due date of this Security Instrument.

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

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 of this Security Instrument and the Note are

given effect without the conflicting provision, to this end the provisions of this Security Instrument and the Note can

conflict prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by

it is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

17. **Transfer of the Property or Beneficial Interest in Borrower.** If all or any part of the Property or any interest in

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

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 of this Security Instrument and the Note are

given effect without the conflicting provision, to this end the provisions of this Security Instrument and the Note can

conflict prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by

it is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

17. **Transfer of the Property or Beneficial Interest in Borrower.** If all or any part of the Property or any interest in

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

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 of this Security Instrument and the Note are

given effect without the conflicting provision, to this end the provisions of this Security Instrument and the Note can

conflict prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by

it is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

17. **Transfer of the Property or Beneficial Interest in Borrower.** If all or any interest in

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

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 of this Security Instrument and the Note are

given effect without the conflicting provision, to this end the provisions of this Security Instrument and the Note can

conflict prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by

it is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

17. **Transfer of the Property or Beneficial Interest in Borrower.** If all or any interest in

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

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 of this Security Instrument and the Note are

given effect without the conflicting provision, to this end the provisions of this Security Instrument and the Note can

conflict prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by

it is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

17. **Transfer of the Property or Beneficial Interest in Borrower.** If all or any interest in

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

400-1385

UNOFFICIAL COPY

periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year 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 disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. 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 coverage required 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 mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain 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 any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

400 1385