

Prepared by: Shanks, Tritter & Ledbetter  
RETURN ORIGINAL TO FARM & HOME SAVINGS ASSOCIATION  
FARM & HOME SAVINGS ASSOCIATION  
221 WEST CHERRY  
NEVADA, MISSOURI 64772

UNOFFICIAL COPY 4005916

3/14/2016  
1432083  
4005916  
In Duplicate

Address	Promised Deliver duplicate Address	Submitted by 1991 OCT 25 PM 2:45 CAROL MOSELEY BRAUN REGISTRAR OF TITLES
(Space Above This Line For Recording Data)		
A.T.G.E./DAVIS		MORTGAGE # 100751321
ATTORNEY'S TITLE CUSTODY FUND, INC. 29 S. KINSLEY 5th FLOOR CHICAGO IL 60603 312-372-8361	4005916	

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 24TH, 1991. The mortgagor is PAUL M. STIMAC AND NANCY M. STIMAC, HIS WIFE AS JOINT TENANTS ("Borrower"). This Security Instrument is given to FARM & HOME SAVINGS ASSOCIATION, which is organized and existing under the laws of THE STATE OF MISSOURI, and whose address is 9543 BISSONNET, SUITE 200, HOUSTON, TEXAS 77036 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TEN THOUSAND AND NO / 100 Dollars (U.S. \$ 110,000.00). 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, 2021. 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:

NORTH 1/2 OF LOT 70 AND ALL OF LOT 71 IN EDISON PARK MANOR BEING A SUBDIVISION OF LOT 1 IN BLOCK 4 IN THE TOWN OF CANFIELD, IN SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PERMANENT INDEX NUMBER: 09-36-104-024

TAX ID NUMBER \_\_\_\_\_

PREPARED BY: FARM & HOME SAVINGS ASSOCIATION  
9543 BISSONNET, SUITE 200, HOUSTON, TEXAS 77036

which has the address of 7100 N. OVERHILL, (Block) CHICAGO (City)

Illinois 60631 ("Property Address");  
(Zoning)

To continue 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 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 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.

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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.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender 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 time, 12 U.S.C. § 2601 *et seq.* ("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 lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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 the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **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 charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying 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.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the 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.

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(Page 6 of 7 pages)

Form 301A 8/80

STAILA 116-6-NW

Boatowner  
(Seal)

Boatowner  
(Seal)

Boatowner  
(Seal)

NANCY M. STIMAC

PAUL M. STIMAC

Boatowner  
(Seal)

BY SIGNING BELOW, Boatowner accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Boatowner and recorded with the Clerk's Office of Cook County, Illinois.

- Adjustable Ratio Rider
- condominium Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Biweekly Improvement Rider
- Planned Unit Development Rider
- Balloon Rider
- Second Home Rider

Other(s) (Specify)

With this Security Instrument, the covenants and agreements of this Security Instrument (the rider(s) recorded part of this Security Instrument), and supplements to the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument (the rider(s) recorded part of this Security Instrument).

24. Riders to this Security Instrument. If one or more riders are executed by Boatowner and recorded together

[Check applicable box(es)]

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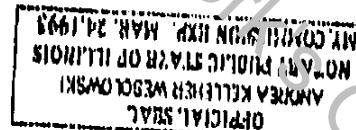
(page 2 of 2 pages)

Form 99-14-8780

STAMM, NANCY M.

Property of Cook County Clerk's Office

4605916



Given under my hand and official seal, this 24th day of OCTOBER, 1991.

At forth,

Subscribed to this foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they

personally known to me to be the same person(s) whose name(s) is/are

do hereby certify that PAUL M. STIMAC AND NANCY M. STIMAC, HIS WIFE AS JOINT TENANTS

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

I, THE WITNESSES/ WITNESS

STATE OF ILLINOIS,

COUNTY OF COOK

[Space Below This Line For Acknowledgment]

# UNOFFICIAL COPY

(page 5 of 7 pages)

Form 301A 8/90

ST41A 116-S-NBW

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- Instrument without charge to Borrower. Borrower shall pay any recording costs.
22. Release. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Interest in this property, but not limited to, reasonable attorney fees and costs of title evidence.
21. Paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence.
20. Paragraph 20, including, but not limited to, reasonable attorney fees and costs of title evidence.
19. Paragraph 19, including, but not limited to, reasonable attorney fees and costs of title evidence.
18. Paragraph 18, including, but not limited to, reasonable attorney fees and costs of title evidence.
17. Paragraph 17, including, but not limited to, reasonable attorney fees and costs of title evidence.
16. Paragraph 16, including, but not limited to, reasonable attorney fees and costs of title evidence.
15. Paragraph 15, including, but not limited to, reasonable attorney fees and costs of title evidence.
14. Paragraph 14, including, but not limited to, reasonable attorney fees and costs of title evidence.
13. Paragraph 13, including, but not limited to, reasonable attorney fees and costs of title evidence.
12. Acceleration; Remedies. Lender shall have notice of earlier acceleration of the Note or any provision of this Security Instrument prior to accelerate upon following Borrower's breach of any covenant or agreement of this Security Instrument (but not prior to acceleration under paragraph 17 unless a applicable law provides otherwise). The notice shall be given to Borrower prior to acceleration, following Borrower's breach of any covenant or agreement of this Security Instrument (but not prior to acceleration under paragraph 17 unless a applicable law provides otherwise).
11. Acceleration; Remedies. Lender shall have notice of earlier acceleration of the Note or any provision of this Security Instrument prior to accelerate upon following Borrower's breach of any covenant or agreement of this Security Instrument (but not prior to acceleration under paragraph 17 unless a applicable law provides otherwise).
10. Acceleration; Remedies. Lender shall have notice of earlier acceleration of the Note or any provision of this Security Instrument prior to accelerate upon following Borrower's breach of any covenant or agreement of this Security Instrument (but not prior to acceleration under paragraph 17 unless a applicable law provides otherwise).
9. Paragraph 9, including, but not limited to, reasonable attorney fees and costs of title evidence.
8. Paragraph 8, including, but not limited to, reasonable attorney fees and costs of title evidence.
7. Paragraph 7, including, but not limited to, reasonable attorney fees and costs of title evidence.
6. Paragraph 6, including, but not limited to, reasonable attorney fees and costs of title evidence.
5. Paragraph 5, including, but not limited to, reasonable attorney fees and costs of title evidence.
4. Paragraph 4, including, but not limited to, reasonable attorney fees and costs of title evidence.
3. Paragraph 3, including, but not limited to, reasonable attorney fees and costs of title evidence.
2. Paragraph 2, including, but not limited to, reasonable attorney fees and costs of title evidence.
1. Paragraph 1, including, but not limited to, reasonable attorney fees and costs of title evidence.

NON-UNITED COVENANTS. Borrower will consider further covenant and agree as follows:

This notice to have, subject to current law, personalty and fixtures of the Propety is located used in this paragraph 20, "Borrower" means general law and laws of the jurisdiction in which it is located and includes, without loss of generality, corporations, associations, partnerships, joint ventures, sole proprietorships, individuals, professionals, firms, companies, corporations, other instrumentalities or taxable entities, toxic by Environmental Law and the following subsections: (a) the date notice shall specify: (a) the date of acceleration; (b) the notice to cure the failure to provide otherwise in this Security Instrument and the right to assert in the event of any acceleration of the Note or any provision of this Security Instrument (but not prior to acceleration under paragraph 17 unless a applicable law provides otherwise).

Borrower shall timely take all necessary remedial actions in accordance with Environmental Law and the following subsections: (a) the date of acceleration; (b) the notice to cure the failure to provide other otherwise in this Security Instrument and the right to assert in the event of any acceleration of the Note or any provision of this Security Instrument (but not prior to acceleration under paragraph 17 unless a applicable law provides otherwise).

Borrower shall promptly advise of which Borrower has actual knowledge, if it is aware of events, or is notified by any government or utility provider of which Borrower may be liable for damages resulting from its conduct, operation, or management, including, but limited to, the following:

10. Acceleration; Remedies. Lender shall have notice of earlier acceleration of the Note or any provision of this Security Instrument prior to accelerate upon following Borrower's breach of any covenant or agreement of this Security Instrument (but not prior to acceleration under paragraph 17 unless a applicable law provides otherwise).

9. Paragraph 9, including, but not limited to, reasonable attorney fees and costs of title evidence.

8. Paragraph 8, including, but not limited to, reasonable attorney fees and costs of title evidence.

7. Paragraph 7, including, but not limited to, reasonable attorney fees and costs of title evidence.

6. Paragraph 6, including, but not limited to, reasonable attorney fees and costs of title evidence.

5. Paragraph 5, including, but not limited to, reasonable attorney fees and costs of title evidence.

4. Paragraph 4, including, but not limited to, reasonable attorney fees and costs of title evidence.

3. Paragraph 3, including, but not limited to, reasonable attorney fees and costs of title evidence.

2. Paragraph 2, including, but not limited to, reasonable attorney fees and costs of title evidence.

1. Paragraph 1, including, but not limited to, reasonable attorney fees and costs of title evidence.

This notice will also contain any other information required by applicable law.

10. Acceleration; Remedies. Lender shall have notice of earlier acceleration of the Note or any provision of this Security Instrument prior to accelerate upon following Borrower's breach of any covenant or agreement of this Security Instrument (but not prior to acceleration under paragraph 17 unless a applicable law provides otherwise).

9. Paragraph 9, including, but not limited to, reasonable attorney fees and costs of title evidence.

8. Paragraph 8, including, but not limited to, reasonable attorney fees and costs of title evidence.

7. Paragraph 7, including, but not limited to, reasonable attorney fees and costs of title evidence.

6. Paragraph 6, including, but not limited to, reasonable attorney fees and costs of title evidence.

5. Paragraph 5, including, but not limited to, reasonable attorney fees and costs of title evidence.

4. Paragraph 4, including, but not limited to, reasonable attorney fees and costs of title evidence.

3. Paragraph 3, including, but not limited to, reasonable attorney fees and costs of title evidence.

2. Paragraph 2, including, but not limited to, reasonable attorney fees and costs of title evidence.

1. Paragraph 1, including, but not limited to, reasonable attorney fees and costs of title evidence.

This notice will also contain any other information required by applicable law.

10. Acceleration; Remedies. Lender shall have notice of earlier acceleration of the Note or any provision of this Security Instrument prior to accelerate upon following Borrower's breach of any covenant or agreement of this Security Instrument (but not prior to acceleration under paragraph 17 unless a applicable law provides otherwise).

9. Paragraph 9, including, but not limited to, reasonable attorney fees and costs of title evidence.

8. Paragraph 8, including, but not limited to, reasonable attorney fees and costs of title evidence.

7. Paragraph 7, including, but not limited to, reasonable attorney fees and costs of title evidence.

6. Paragraph 6, including, but not limited to, reasonable attorney fees and costs of title evidence.

5. Paragraph 5, including, but not limited to, reasonable attorney fees and costs of title evidence.

4. Paragraph 4, including, but not limited to, reasonable attorney fees and costs of title evidence.

3. Paragraph 3, including, but not limited to, reasonable attorney fees and costs of title evidence.

2. Paragraph 2, including, but not limited to, reasonable attorney fees and costs of title evidence.

1. Paragraph 1, including, but not limited to, reasonable attorney fees and costs of title evidence.

16. Borrower's Copy. Borrower shall be given one collorimmed copy of the Note and of this Security Instrument in its solid or transcribed (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) form.

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

15. **Governability Law; Severity.** This Security instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security instrument or clause of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note except to the extent necessary to make it conform to such law.

13. **Loan Charges.** If the loan secured by this Security Instrument is insufficient to pay all principal and interest due on the Note or by making up the deficiency to Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by refunding the charge to Borrower which was collected in connection with the Note or by refunding the charge to Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by refunding the difference between the amount of the Note and the amount paid by the Borrower to the Lender.

12. Successors and Assigees Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 7, Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this instrument shall be liable to the Lender and Borrower, jointly and severally, for all obligations of this instrument which may accrue under this Security Instrument or the Note without limit. Borrower's signature or any acknowledgement which purports to be terms of this Security Instrument or the Note will be effective to bind the Lender and other Borrower merely to the extent, jointly.

Unleas Lander and Tortorower and their wife, who due to the motion of the court, were not allowed to attend the trial, the defense team was able to present their case. The defense team argued that the evidence presented by the prosecution was not enough to prove that Lander and Tortorower had committed the crime. They also argued that the police officers who testified against them had given false testimony. The defense team presented witnesses who testified that they had seen the victim alive after the alleged date of the crime. The defense team also presented evidence that showed that the victim had a history of drug abuse and that he had been involved in several other incidents of violence before this one. The defense team argued that the victim's death was the result of a drug overdose and not a criminal act.

In this event of a total locking of the Property, the lessee shall be entitled to the sum received by the Security Deposit or the equivalent value of the Property, whichever of the two is greater, within six months from the date of termination of the lease.

**10. Commendation.** The proceeds of any award of credit for damages, direct or consequential, in connection with any continuation or taking of any part of the Project, or for conveyance in lieu of continuation, are hereby assigned

9. **Liaison**. Under or its agent may make certain upon and in accordance with specific requirements called for the inspection.

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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 foreclosure 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 defect 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.

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