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Unions spiral and 2 shall be applied; first, to any prepayment charges due under the Note; second, to any prepayment charges due under the Note; second, to bring beyable under parameters. Initial, to brasest due; fourth, to principal due; and last to any late charge.
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2. Funds for Taxes and Insurance. Subject to applicable law or to a written walver by Lender, Borrower avit Lender on the day the monthly perments are due under the Note, until the Note is baid in full, a sum

THIS SECURITY INSTRUMENT combines uniform security instrument covering real property.

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

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BORROWER COVENANTS that Borrows's lawfully seized of the estate hereby conveyed and has the right subject to any encumbrances of record.

Subject to any encumbrances of record.

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may require for borrowers escrow account under the lederal real Estate Settlement Procedures Act of 1974 as sets a lesser amount. If so, Lend of may, at any time, collect and hold Funds in an amount not to exceed the lesser amended from time to time, 12 U.S.C. Section 2601 at sed. ("RESPA"), unless another law that applies to the Fun payment or money as a sense of the account the federal peal Estate Settlement procedures for 1974 as in 1974 as the federal peal Estate Settlement procedures Act of 1974 as and (i) any sunt payable by Borrower to Lender in accordance with the provisions or paragraph 8, in lieu of the and hold Funds in an accordance with the provisions of paragraph 8, in lieu of the and hold Funds in an accordance maximum amount a lender for a federally related mortdage loan the Propenty; (b) Yeany leasehold payment of ground remis on the Propenty, if any: (c) Yeany hazard or propenty and any accordance with the provisions of paragraph 8, in lieu of the payment of months are premiums, if any; (e) Yeany months or permiums, if any; (e) Yeany hazard or propenty if any time, collecting and months are premiums, if any; (e) Yeany hazard or propenty if any time, collecting and months are premium; if any time, collecting and months are premium; if any time, collecting and months are premium; if any time, collecting are premium; if any time, if (\*\*CURDS\*\*) TOF: (8) Yearly laxes and assessments which may attain phorey over this becumy instrument as a new property, if any: (b) Yearly hearly hoper assessment of pround remis on the Property, if any: (c) Yearly hearly no property if any: (d) Yearly mode instrumed premiums, if any: (e) Yearly instrument as a new property if any: (e) Yearly instrument as a new property if any: (e) Yearly instrument as a new property if any: (e) Yearly instrument as a new property if any: (e) Yearly instrument as a new property in any: (e) Yearly instrument as a new property in any: (e) Yearly instrument as a new property in any: (e) Yearly instrument as a new property in any: (e) Yearly instrument as a new property in any: (e) Yearly instrument as a new property in any: (e) Yearly instrument as a new property in any: (e) Yearly instrument as a new property in any: (e) Yearly instrument as a new property in any: (e) Yearly instrument as a new property in any: (e) Yearly instrument as a new property in any property in a new property in any property in an snaw pay to Lender on the day the monusy payments are due under the riche, unin the right laxes and assessments which may attain priority over this Security Instrument as a lien on the Property, (b) Yearly leasehold payment or ground rents on the Property, if any. (c) Yearly hazard or property and the Property, if any. (c) Yearly hazard or property shall pay to Lander on the day the 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 or

annual accounting on the Funds are pledged as additional security for all such as cured by this Security for all such as cured by this Security.

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5. Hazard or Property Insurance. Borrower shall keep the Improvements now existing or hereafter erected on the Property Insurance 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 falls to maintain coverage described above, Lender may, at Lander's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals.

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 pald premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lander 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 feasable and Lender's security is not lessened. If the restoration or repair is not economically feasable 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 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 policles and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the run is secured by this Security instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Le seholds. 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 within skty days inter 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 correct. 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 because 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 materialion, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lient created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, curing the loan application process, gave materially false or inaccurate information or statements to Lender (or falt of 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 loan evidenced by the Note; including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Soci rity instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires for ittle 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 r ruperty. 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 I ankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and now 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 Lend at 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 run intain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lai so a 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. Durance previously in effect, from an alternate mortgage insurer approved by the 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 cear of to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. I oss reserve payments may no longer be required.

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the duction will be treated as a partial prepayment without any prepayment charge under the Note. white principal owed under the Mote or by making a cliect payment chance under the Mote or by manner and principal, the principal and principal, the principal and princip annumber in the second of the control of the contro Sin yo usovusi su iisije relisija risur risus yris (s). Itsiu isiirin usumrisy sin useova risurari enim riciioemino ii 18001038 mort betostigo yuselis simus yns (d) bas ifimil bethimeq sitt of egysido ent esen eni rium riciioemini niniber vd britter alem of ascado vem ralem ( resonnes of halembar ad illu sitmi) hattimaan haleasya doldu. and set of the paragraph of the set in the control of the set of t HOURING THE HOUR WHILE OUT TO TOUGHT HERE SECURISH HERE SHOWN WHILE SHOW WHILE THE THE THE THE SHOWN WHILE THE THE SHOWN WHILE SHOWN WHILE SHOWN WHILE SHOWN WHILE SHOWN WHITE SHO

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum of Loan Charges.

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before the taking, before the paid amount of the sums secured immediately before the paid by the paid before the taking. Any balance shall be paid by the property immediately before the taking, and the property immediately before the taking, unless Borrower and taking, divided by (b) the taking, unless Borrower and to Borrower, in which the taking, unless Borrower and to Borrower, in Borrower condemnation, are nereby assigned and strat be paid to Lander. In the event of a partial taking of the spokes shall be applied to the event of a partial taking of the proceeds shall be promised in the event of a lotal taking of the process paid to be taking is equal to or greater than the concern and Lender or the taking is equal to or greater than the house and Lender or the taking is equal to or greater than the concern the named lately before the taking is equal to or greater and Lender or the property in which fair market value of the property instrument immediately before the sourced by the amount of the property in which is nearly before the sourced by the amount of the property in which is the auma secured immediately before the processes in with the sume secured immediately before the processes in with the sume secured immediately before the paid of the sum a secured immediately before the processes in with the sume secured immediately before the taking any to chlowing fraction (s) the total amount of the source of the processes and the processes are the processes are

nspection. Condemnation. The proceeds of any award or daim for damages, direct or consequential, in 10. Condemnation or other sends of any part of the Property, or for conveyance in 11eu of connection with any condemnation or other sends.

To condemnation, are hereby assigned and shall be proceeds shall be abblied to the sums secured by condemnation, are hereby assigned and shall be proceeds a half to the proceeds and a formation of the proceeds.

9, Inspection. Lender or its agent make reasonable entries upon and inspection of the Property.

Bender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the naspection.

the option of Lander, if inortgage insurance coverage (in the amount and for the period that Lander requires) in the option of Lander, if inortgage insurance in affect, or to provide a loss reserve, until the requirement for amounts required to maintain mortgage in affect, or affect or provide a loss reserve, until the requirement for amounts required to maintain mortgage in an amount of periods in accordance with any written agreement between Borrower and Lander or applicable emissing in accordance with any written agreement between Borrower and Lander or applicable. W.

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16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security. Additional 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 writted 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 permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right 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 his 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 accideration 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 an ender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Porrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstater sent 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 paragraphs 17

19. Sale of Note; Change of Lorn 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 unanges 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.

by any governmental or regulatory agency or private party involving the Erroperty 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 action 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 fill immable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing aspectos 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 futher covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any convenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless appliable 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 dafault 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.

Initials: Z. D. M. C. O.

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