

2002 060602

Return To:

HOME MORTGAGE FUNDING, INC.

485 S. FRONTAGE ROAD, #200 BURR RIDGE,

-[Space Ahove This Line For Recording Data] —

MORTGAGE

LOAN NO.

Words used in multiple sections of this document are defined below and other words are defined in words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16. DEFINITIONS

(A) "Security Instrument" means this document, which is dated JUNE 27.

(A) "Security Instrument means this document, which all Riders to this document.

(B) "Borrower" is

SAMUEL LOPEZ SINGLE NEVER BEEN MARRIED, AND EVA ROBRIGUEZ,

SINGLE NEVER BEEN MARRIED, AS JOINT TENANTS OF

Borrower is the mortgagor under this Security Instrument.

INDIANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

-6(IN) (000B)

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VMP MORTGAGE FORMS - 18001821-7291

INDIANA TITLE NETWORK COMPANY

325 NORTH MAIN 222/303 CROWN POINT, IN 46307

Form 3015 1/01



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LOAN NO. MORTGAGE FUNDING, INC.	
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in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage LOAN NO.

ioan under KESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument. loan" under RESPA.

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and TRANSFER OF RIGHTS IN THE PROPERTY modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Modifications of the Profession (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and the Note. convey to Lender and Lender's successors and assigns, the following described property located in the

SECOND ADDITION TO EAST GARY GARDENS LOTS 9 AND 10, BLOCK 3. of LAKE COMMONLY KNOWN AS 2453 ALLEN STREET, LAKE STATION, IN 46405.

This Document is the property of

Parcel ID Number: 32-48 0030-0010 Recorder! which currently has the address of [Zip Code] [City], Indiana 46405

2453 ALLEN STREET LAKE STATION

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 ("Property Address"): additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for Security Instrument as the "Property." encumbrances of record. Borrower warrants and will defend generally the title to the Property against all

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform claims and demands, subject to any encumbrances of record. covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

INITIBLES LIZED

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any LOAN NO. prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and then to reduce the principal balance of the Note. the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under be applied first to any prepayment charges and then as described in the Note. the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sun (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; Initials:

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(c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance required by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the previous of Section 10. These issues are called "Economic Insurance premiums in accordance with the previous of Section 10. These issues are called "Economic Insurance previous in accordance with the previous previou Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply such amounts, that are then required under this Section 3. the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 The Funds shall be held in an institution whose deposits are insured by a federal agency,

instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items no later than the time any Federal Home Loan Bank. Lender shall not charge Borrower for holding and applying the Funds, annually specified under RESPA. Lender shall not charge Borrower for holding and applying the Formy Items, unless Lender pays Borrower interest on the specified under RESPA. Lender snail not enarge norrower for nothing 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. Unless an agreement is made in writing or Applicable Law permits Lender to make such a charge. Unless an agreement is pay Rorrower or Applicable Law permits Lender to make such a charge. or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Funds as required by RESPA. Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Bottower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make

up the deficiency in accordance with RESPA, but in no more than 12 monthly payments. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or to Borrower any Funds held by Lender. Initials:

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ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3. LOAN NO.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or more of the actions set forth above in this Section 4.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on reporting service used by Lender in connection with this Loan. the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which and cerumeation services and subsequent energes each time remappings of similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

review or any mood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance any coverage, at Lender's option and Borrower's expense, Lender is under no obligation to purchase any coverage, at Lender's option and Borrower's expense, Lender is under him might or might coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hereaft or liability and might provide greater or lesser coverage than was arguingly in affect. hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower appropriet and might provide greater or lesser coverage than was previously in effect. Borrower appropriet and might provide greater or lesser coverage than was previously avoid the corr of the local of the insurance coverage than was previously avoid the corr of acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance coverage so obtained might significantly exceed the cost of insurance coverage so obtained might significantly exceed the cost of insurance coverage so obtained by London this Section 5 should be contained to the cost of the insurance coverage so obtained by London this Section 5 should be contained to the cost of the insurance coverage so obtained by London this Section 5 should be contained to the cost of the insurance coverage so obtained by London this Section 5 should be contained to the cost of the insurance coverage so obtained by London this Section 5 should be contained to the cost of the insurance coverage so obtained by London this Section 5 should be contained to the cost of the insurance coverage so obtained by London this Section 5 should be contained to the cost of the cost of the insurance coverage so obtained by London this Section 5 should be contained to the cost of th insurance that Borrower could have obtained. Any amounts disbutsed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as Lender to Borrower requesting payment. mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage 10, or destruction of, the Property, such policy shall include a standard mortgage clause and

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. shall name Lender as mortgagee and/or as an additional loss payee. may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration of the Droposty of the Dro be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and

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Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken LOAN NO. work has been completed to Lender's sanstaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series promptly. Lenger may disourse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law or progress payments as the work is completed. Oness an agreement is made in writing or appreadic Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or complete the paid on such insurance proceeds. interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by merest or earnings on such proceeds. rees for public adjusters, or other into parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 2. Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the portower) under an insurance poneres covering the Property, insuran as such rights are apprecate to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property of to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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. circumstances exist which are beyond Borrower's control.

 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not
- destroy, damage or impair the Property, allow the Property, Borrower shall maintain the Property in deteriorate or commit waste on the Property.

 Whether or not Borrower is residing in the Property, Borrower shall maintain the Property or decreasing in value due to its condition. Unless it is property whether or not Boffower is resume in the Property from deteriorating or decreasing in value due to its condition. Unless it is prevent the Property from deteriorating or decreasing in value due to its condition. determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or promptly repair the Property is trained to avoid surface to, of the taking of, the Property, Borrower condemnation proceeds are paid in connection with damage to, of the taking of, the Property, Borrower and the Property of the Property o shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of purposes. Length may dispute proceeds for the repairs and testoration in a single payment of in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause. such repair or restoration.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application. process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Leuder with material information) in connection with the Loan. Material (or tailed to provide Leuder with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence. Initials:

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9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument, (b) there
(a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, under is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under (a) postrower rails to perform the covenants and agreements contained in this Security Instrument, (b) the same significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in honkratory probate for condemnation or forfeiture for is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeithre, for this Security Instrument of to enforce laws of enforcement of a lien which may attain priority over this Security Instrument of whatever is regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is LOAN NO. enforcement of a nen which may attain priority over this Security instrument of to emotice taws of regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security regulations), or (c) norrower has an another the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument including protecting and/or assessing the value of the Broporty, and accurring and/or received. reasonable of appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property I ender's actions can include but are not limited to: (a) paying any sums secured by a lient the Property I ender's actions can include but are not limited to: (a) paying any sums secured by a lient to the Property I ender's actions can include but are not limited to: (b) paying any sums security instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lient the Property. Lender's actions can include, but are not limited to: (b) appearing in court, and (c) paying the property which has priority over this Security Instrument. (b) appearing in court, and (c) paying the property which has priority over this Security Instrument. the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, its secured position in a bankruptcy proceeding. Securing the Property includes, and windows, drain water entering the Property to make repairs, change locks, replace or board up doors and have utilities turned entering the Property to make repairs, change locks, replace or dangerous conditions, and have utilities turned from pipes, eliminate building or other code violations or dangerous conditions, and have to do so and is not or off. Although Lender may take action under this Section 9. Lender does not have to do so and is from pipes, eliminate building or other code violations or dangerous conditions, and have turning turned on of off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any data of obligation to do so. It is agreed that I ender incurs no liability for not taking any or all under any data of obligation to do so. It is agreed that I ender incurs no liability for not taking any or all under any data of obligation to do so. It is agreed that I ender incurs no liability for not taking any or all under any data of obligation to do so. on of off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 0.

ns aumorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower and the Note and from the date of the but this Security Instrument. These amounts shall been interest at the Note and from the date of secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of dishurcement and shall be payable with such interest upon notice from Landar to Rottower requesting secured by this Security instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting actions authorized under this Section 9.

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. I ender agrees to the merger in writing payment.

Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, for any reason, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance insurer that the Mortgage Insurance covered by I ender ceases to be available from the mortgage insurer that Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that the Mortgage Insurance and Borrower was required to make separately designated payments to make premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, from an alternate equivalent to the rost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender If substantially equivalent Mortgage Insurance coverage is not evailable, Borrower shall continue to pay to Lender the amount of the separately designated payments that when the insurance coverage ceased to be in effect. Lender will accept, use and retain these were due when the insurance coverage ceased to be in effect. Lender will accept, loss reserve shall be available, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer required to pay Borrower any interest or earnings on such loss reserve. Lender agrees to the merger in writing. required to pay borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) and I ender requires reserve payments it Mortgage insurance coverage (in the amount and for the period that Lender requires) provided by any insurer selected by Lender again becomes available, is obtained, and Lender requires provided by any insurer selected by Lender again becomes available, is obtained. If I ender required Mortgage Insurance If I ender required Mortgage Insurance. provided by any insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Lean and Rossower was required to make separately designated. separately designated payments toward the premiums for Mortgage insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated to make separ payments toward the premiums for Mortgage insurance, Borrower snall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and I ender providing for such termination or until termination is required by Applicable I am Nothing in this requirement for Mortgage insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination of until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to provide a subject to the provided in the Note. Lender providing for such termination of until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it Mortgage Insurance reimburses Lender (or any entity that purchases the Note) a party to the Mortgage may incur if Romower does not repay the Loan as agreed. Borrower is not a party to the

may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are or return and conditions that are restricted to the property and the other parties in a specific to the property and the other parties in the property and the other parties and conditions that are parties are parties and conditions that are parties and conditions that are parties are parties and conditions that are parties and conditions that are parties are parties are parties and conditions that are parties are parties and conditions that are parties are parties are parties are parties and conditions that are parties are enter into agreements with other parties that snare or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements that provides the mortgage insurer to make nauments using any course these agreements. are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurer payments). Form 3015 1/01 Insurance premiums).

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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, other entiry or any affiliate of any of the foregoing, that require (directly or indirectly) amounts that As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Morigage Insurance, in exchange for sharing or modifying the mortgage insurer's risk or reducing losses. If such agreement derive from (or might be characterized as) a portion of Borrower's payments for Mortgage insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the insurer the arrangement is often termed "captive reinsurance." Further: LOAN NO.

premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the rights Borrower has agreements will not affect the rights Borrower has any other law. These rights Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. Mortgage Insurance under the Homeowners and obtain cancellation of the may include the right to receive certain disclosures. may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance to have the may include the right to receive certain disciosures, to request and optain cancenation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a mortgage Insurance that were unearned at the time of such cancellation or refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby termination.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of assigned to and shall be paid to Lender.

the Property is uamaged, such priscentaneous proceeds shall be applied to restoration or repair is economically feasible and Lender's security is not lessened.

There each restoration period. Lender shall have the right to hold such Miscellaneous Droceeds. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds During such repair and restoration period, Lender shall have the right to note such inspects such Property to ensure the work has been completed to until Lender has had an opportunity to inspect such Property to ensure the work has been completed to until Lender's satisfaction, provided that such inspection shall be undertaken promptly. I ender may pay for the unin Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the renairs and restoration in a single disbursement or in a series of progress assuments as the work is Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is required library and applicable I am required interest to be poid on such repairs and restoration in a single dispursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds. Lender shall not be required to now Rorrower and interest or servings on such completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2. In the event of a total taking, destruction, or loss in value of the Property, the then due, with the excess, if any, paid to Borrower. In the event of a total taking, destruction, or loss in value of the Property in which the fair market in the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to the Property immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing.

greater man me amount of the sums secured by this Security Instrument amount of the sums taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, he sums secured by this Security Instrument, shall be reduced by the amount of the sums secured immediately before the multiplied by the following fraction: (a) the total amount of the sums secured immediately before the secured by the following fraction: (a) the total amount of the sums secured immediately before the partial taking destruction or loss in value divided by the fair marker value of the Property multiplied by the following fraction: (a) the total amount of the sums secured immediately before the property partial taking, destruction, or loss in value. Any balance shall be paid to Borrower. In the event of a partial taking, destruction, or loss in value of the Property immediately before the partial taking, destruction, or loss in value of the Property immediately before the partial taking. destruction, or loss in value is less than the value of the Property immediately before the partial taking.

value of the Property immediately before the partial taking, amount of the sums secured immediately before the partial taking, destruction, or loss in value is less than the destruction, or loss in value, unless taking, destruction, or loss in value, unless amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless taking, destruction, or loss in value is less than the destruction, or loss in value is less than the destruction, or loss in value is less than the destruction, or loss in value is less than the destruction and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the property is abandoned by Borrower, or if, after notice by to settle a claim for damages. secured by this Security Instrument whether or not the sums are then due. Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Opposing Earty (as defined in the next sentence) offers to make an award to settle a chain for unitages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the Miscellaneous Proceeds airbor to respond to repair of the Property or to the Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the collection of action in sums secured by this Security instrument, whether of not then due. Opposing rarry means the unitual party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

that owes Borrower Miscellaneous Proceeds or the party against whom Borrower and a light regard to Miscellaneous Proceeds. If any action or proceeding, whether civil or criminal, is begun that, in Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Borrower shall be in default in foriciture of the Property or other material impairment of Lender's Judgment, could result in foriciture of the Property or other material impairment and, if interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if Form 3015 1/01

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acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be acceleration has occurred, reinstate as provided in Section 19, by causing the Property or other material dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or rights under this Security Instrument. The proceeds of impairment of Lender's interest in the Property or rights under this Security Instrument. dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property of rights under this Security Instrument. The proceeds of impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Droperty. impairment of Lender's interest in the Property or rights under this accurrity instrument. The procedus of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are bereby assigned and shall be paid to I ender ereby assigned and snail be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be

are hereby assigned and shall be paid to Lender.

22. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Payment or any Successor in Interest of Payment and Operate to release the liability of Regression payment or modification of amortization of the sums secured by this Security instrument granted by Lender to Borrower of Borrower in Interest of Borrower shall not be required to commence proceedings against the same Successor in Interest of Romower Lender shall not be required to commence proceedings against the same Successor in Interest of Romower Lender shall not be required to commence proceedings against applied in the order provided for in Section 2. to horrower or any successor in interest of horrower snan not operate to release the manney of horrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against or any Successor in Interest of Borrower. Or to refuse to artend time for payment or otherwise modification. or any successors in interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify. any Successor in interest of Borrower of to refuse to extend time for payment of officer months amortization of the sums secured by this Security Instrument by reason of any demand made by the original amortization of the sums secured by this Security Instrument by reason of any demand made by the original amortization of the sums secured by this Security Instrument by reason of any demand made by the original amortization of the sums secured by this Security Instrument by reason of any demand made by the original amortization of the sums secured by this Security Instrument by reason of any demand made by the original amortization of the sums secured by this Security Instrument by reason of any demand made by the original amortization of the sums secured by this Security Instrument by reason of any demand made by the original amortization of the sums secured by this Security Instrument by reason of any demand made by the original amortization of the sums secured by this Security Instrument by reason of any demand made by the original amortization of the sums secured by this Security Instrument by reason of any demand made by the original amortization of the sum security in the security of the security in the security in the security in the security is a security in the security of the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security is a security in the security in the security in the security is a security in the security in the security is a security in the security in the security is a secu amortization of the sums secured by this Security instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or summer from third persons. puriower or any successors in interest of nontower. Any torocarance by Lenger in exercising any right of remedy including, without limitation, Lender's acceptance of payments from third persons, entities or remedy including, without limitation, Lender's acceptance of payments from the available of the surface of the sur remedy including, without immitation, Lender's acceptance of payments from third persons, entities of Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or proclude the everging of any right or remedy.

13. Joint and Several Lightlity; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who preclude the exercise of any right or remedy. and agrees that porrower's configures and naturally shall be juint and several. However, any porrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this co-signs this Security Instrument but does not execute the Note (a "co-signer"): the Droperty under the Security Instrument only to mortione against and convey the co-signer's interest in the Droperty under the Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument. (b) is not personally obligated to pay the sures secured by this Security. Security instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or the Nore without the instrument; and (c) agrees that Lender and any other borrower can agree to extend, mounty, fortuear of make any accommodations with regard to the terms of this Security Instrument or the Note without the

co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall not be feleased from all of Borrower's rights and benefits under this Security Instrument unless Lender agrees to such release in Borrower's obligations and liability under this Security Instrument unless Lender agrees as provided in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges, Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under fees. Borrower's default, for the purpose of protecting Lender's interest in the Property and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fee to Borrower shall not be construed as a prohibition on the charging of such fee.

In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fee the any are expressly prohibited by this Security Instrument or by Applicable I aw

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so the interest or other loan charges collected or to be collected in connection with the Loan exceed the fees that are expressly prohibited by this Security Instrument or by Applicable Law. that the interest or other loan charges collected or to be collected in connection with the Loan exceed the pormitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the unar me interest or other toan 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 permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be reflected to Borrower which exceeded permitted limits are sufficiently already and the permitted limits are suffin limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal will be refunded to Borrower. Lender may choose to make this refund reduces principal the 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 pressurement without any prepayment observe (whether or not a owed under the Note or by making a direct payment to Borrower. It a retund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument shall be deemed to must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to Borrower's to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's have been given to Borrower when mailed by first class mail or when actually delivered to Borrower when mailed by first class mail or when actually delivered to Borrower when mailed by first class mail or when actually delivered to Borrower when mailed by first class mail or when actually delivered to Borrower when mailed by first class mail or when actually delivered to Borrower when mailed by first class mail or when actually delivered to Borrower when mailed by first class mail or when actually delivered to Borrower when mailed by first class mail or when actually delivered to Borrower when mailed by first class mail or when actually delivered to Borrower when mailed by first class mail or when actually delivered to Borrower when mailed by first class mail or when actually delivered to Borrower when mailed by first class mail or when actually delivered to Borrower when mailed by first class mail or when actually delivered to Borrower when mailed by first class mail or when actually delivered to Borrower when mailed by first class mail or when actually delivered to Borrower when mailed by first class mail or when actually delivered to Borrower when actually delivered to nave been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers Address applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower's notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's notify Lender of Borrower's change of address. of such overcharge. unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's Form 3015 1/01

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change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address and harving uploss. London has declared another address to Descript uploss. London has declared another address to Descript uploss. nonce to Lenger shall be given by designated another address by notice to Borrower. Any notice in stated herein unless Lender has designated another address by notice to Borrower. Any notice in stated herein unless Lender has designated another address by notice to Borrower. Any notice in stated nevern unless Lender has designated another address by notice to porrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by London. If the provided by the control of the co received by Lender. If any notice required by this Security Instrument is also required under Applicable You the Applicable You the Applicable You received to the Applicable You the Applicable You received to the Applicable You required to the Young Young You required to the Young You r Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it Instrument. might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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

a effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and given effect without the conflicting provision. corresponding neuter words or words of the feminine gender; (0) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument. 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or take any action.

to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract of escrow agreement, the intent of which is the transfer of title by Borrower at a future date to appurchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred) without I ender's prior is gold or transferred) without I ender's prior is gold or transferred. is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior is not a natural person and a beneficial interest in Borrower is sold or transferred by this Security is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security written consent, Lender may require immediate payment in full of all sums secured by this Security written consent, Lender may require immediate payment in full of all sums secured by this option shall not be exercised by Lender if such exercise is prohibited by Instrument. However, this option shall not be exercised by Lender of acceleration. The notice shall applicable Law.

Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall give Borrower in accordance with Section 15 provide a period of not less than 30 days from the date the notice is given in accordance with Section 15.

provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Security Instrument without further notice or demand on Borrower. Borrower's shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security

Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may interest in the Property and rights under this Security instrument, and (a) taxes such action as Lencor may reasonably require to assure that Lender's interest in the Property and rights under this Security reasonably require to assure that Lender's interest in the Property and rights under this Security reasonably require to assure that Lender's interest in the Property and rights under this Security reasonably require to assure that Lender's interest in the Property and rights under this Security reasonably require to assure that Lender's interest in the Property and rights under this Security reasonably require to assure that Lender's interest in the Property and rights under this Security reasonably require to assure that Lender's interest in the Property and rights under this Security reasonably require to assure that Lender's interest in the Property and rights under this Security reasonably require to assure that Lender's interest in the Property and rights under this Security reasonably require to assure that Lender's interest in the Property and the Pr Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of unchanged. Lender may require man nonewer pay such remislatement sums and expenses in one or more of the or the or the order; (c) certified check, bank check, the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check,

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treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects acceleration under Section 18. Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and period will be deemed to be reasonable for purposes of this paragraph.

opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Cleanup. Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of the presence of the pres Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products). Form 3015 1/01

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Borrower shall promptly give Lender written notice of (a) 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, (b) any LOAN NO. Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. 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 Section 18 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 nonexistence 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 forcelose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

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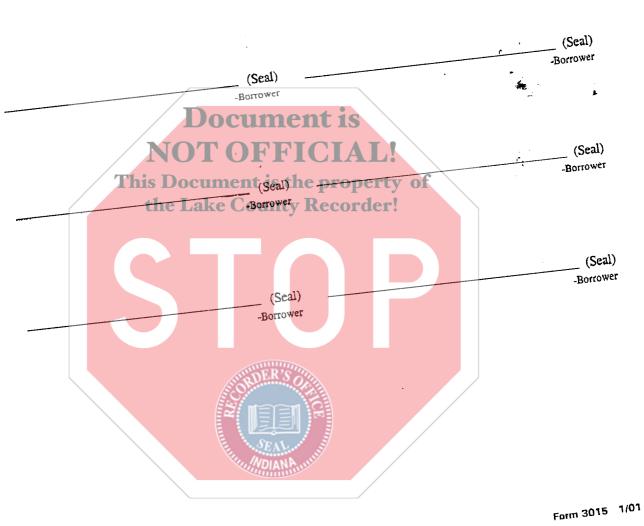
-6(IN) (0005)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. LOAN NO.

Witnesses:

(Seal) -Borrower EVA RODRIGUE

(Seal) -Borrower SAMUEL LOPEZ



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STATE OF INDIANA,

County ss:

, before me, the undersigned, a Notary Public

On this in and for said county, personally appeared SAMUEL LOPEZ, SINGLE NEVER BEEN MARRIED, AND EVA RODRIGUEZ SINGLE NEVER BEEN MARRIED, AS JOINT TENANTS.

and acknowledged the execution of the foregoing instrument. WITNESS my hand and official seal.

My Commission Expires:

JENNIFER C. BERG, Notary Public
JENNIFER C. BERG, Notary Publi

h. Kvachkoff)ouglas

This instrument was prepared by: HOME MORTGAGE FUNDING, INC.

S. FRONTAGE ROAD,

BURR RIDGE, IL

-G(IN) (0005)

1-4 FAMILY RIDER (Assignment of Rents)

2002 . and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to

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"Lender") of the same date and covering the Property described in the Security Instrument and located at: secure Borrower's Note to HOME MORTGAGE FUNDING, INC., AN ILLINOIS CORPORATION

2453 ALLEN STREET

LAKE STATION, INDIANA

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property to the extent they are fixtures are added to the rioperty description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the property including but not limited to those for the purposes of supplying or distribution bearing wnatsoever now or nereatter located in, on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, apparatus, security and apparatus, plumbing hath tubs water heaters water closers. cooling, electricity, gas, water, air and light, line prevention and extinguishing apparatus, scentify and screens, water closets, sinks, ranges, stoves, sinks, ranges, stoves, access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, sinks, ranges, stored apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, sinks, ranges blinds, snades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereo, shall be deemed to be and remain a part of the all of which, including replacements and additions thereo, shall be deemed to be and remain a described in Property covered by the Security Instrument. All of the foregoing together with the Property covered by the Security Instrument. All of the Security Instrument is on a leasehold) are referred to the Security Instrument as the "Property." in this 1-4 Family Rider and the Security Instrument as the "Property."

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP MORTGAGE FORMS - (800)521-7291





- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change in the use of the Froncity of its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien governmental body applicable to the Property. inferior to the Security Instrument to be perfected against the Property without Lender's prior written
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to permission. the other hazards for which insurance is required by Section 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.
 - F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.
 - C. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. I ender shall have the right to modify extend or terminate the existing leases and in Lender all leases of the Property and all security deposits made in connection with leases of the Property.

 Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to average new leases, in Lender's color discretize. Account in this paragraph Control word "leases" color discretize. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

 "Sublease" if the Security Instrument is on a leasehold.

 H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

 Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues
 - Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property chall authorizes Lender or Lender's agents to collect the Rents and agrees that each tenant of the Property chall authorizes Lender or Lender's agents to collect the Rents and agrees that each tenant of the Property chall authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall now the Rents of the Rents pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender bar has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower; (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)

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Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents of Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents of lender's grants shall be applied first to the core of ration control of and managing agents upon Lender's written degrand to the tenant; (iv) unless applicable law provides otherwise, an Kents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing collected by Lender or Lender's agents shall be applied for the Representation of the Repres confected by Lender of Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, and receiver's hands received and receiver and recei the Property and collecting the Rents, including, but not limited to, attorney's tees, receiver's tees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other clarges are the Property and then to the current secured by the Security Instanton. premiums on receiver's nonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Insurance premiums, taxes, assessments and their charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Insurance premiums, taxes, assessments and their charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Insurance premiums, taxes, assessments and their charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Insurance premiums, taxes, assessments and their charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Insurance premiums, taxes, assessments and their charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Insurance premiums, taxes, assessments and their charges are the security Insurance premiums, taxes, assessments and the security Insurance premiums and the security Insurance premiums and the security Insurance premiums are the security Insurance premiums. Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received and (vi) I and a shall be capital to have a receiver shall be capital. Lender's agents or any judiciany appointed receiver snan be made to account for only mose kents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Possession of the Property and collect the Possession of the the Property and collect the Rents and profits derived from the Property without any showing as to the

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become inadequacy of the Property as security.

indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9. Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights

r uns paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrdwer. However, take control of or maintain the Property before or after giving notice of default to Borrdwer. However, take control of or maintain the Property shall receiver, may do so at any time when a feath or temedy divided any other right or temedy default or invalidate any other right or temedy default. Any application of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full. under this paragraph.

Lender. This assignment of Rents of the Property snan terminate whether any note of agreement in Instrument are paid in full. Occument is the Instrument of breach under any note of agreement in the I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any invoke any of which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the security Instrument. the remedies permitted by the Security Instrument.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider. (Scal) -Вопожет SAMUEL LOPEZ (Seal) -Borrower EVA RODRIGUEZ _(Seal) -Borrower (Seal) -Borrower (Seal) -Borrower _(Seal) This Document is the property of the Lake Cou (Seal) Recorder! -Borrower Form 3170 1/01 Page 4 of 4 57R (0008)