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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fodures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the Property.

BORROVIER COVENANTS that Borrower is lawfully select of the estate hereby conveyed and has the right to grant and convey the Properly and that the Property is unancumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform coverants for nitional use and non-uniform covenants with limited varietions by jurisdiction to constitute a uniform security instrument covering real property.

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UNFORM COVENANTS. Borrower and Land of Sevener and agree as follows:

1. Payment of Introduction the debt evigenced by the Note and any prepayment and little charges due lander the Note.

2. Pures for Taures and Insurance. Subject to applicable law or to a written water by Lender, Borrower shell pay to Lander on the debt with the Note and any prepayment and little charges due lander the Note.

2. Pures for Taures and Insurance. Subject to applicable law or to a written water by Lender, Borrower shell pay to Lander on the dept payment are clue under the Note, until the Note is paid in full, a sum (Funder) for: (a) yearly taures and accordance which may claim priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rems on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (d) yearly mortgage insurance premiums are called "Econor tenns." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a indertally related mortgage loan may require for Borrower's escrow eccount under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Suction 2601 et seq. ("RESPA"), unless another law that applies to the Funds set a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds idue on the basis of current data and reasonable estimates of expenditures of future Eacrow items or otherwise in accordance with applicable law. accordance with applicable law.

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

If the Funds held by Lender exceed the amounts permitted to be hald by applicable law. Lender shall account to Borrower for the excess.

the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall be Property, Lender, prior to the acquisition or sele of the Property, shall acquire or self the Property, Lender, prior to the acquisition or sele of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; escend, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note; assessments, charges, finas and Impositions attributable to the Property which may

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

prompty furnish to Lender receipts evidencing the payments.

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

noider of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender, may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Somewer shall keep this 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 Lander requires insurance. This insurance shall be maintained in the amounts and for the puriods that Lender requires. The insurance carrier providing the insurance chall be chosen by Borrower subject to Lander's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and reposals shall be accordance to providing the insurance policies and reposals shall be accordance to the paragraph of the provides and reposals shall be accordance with

All insurance policies and renewals shall be acceptable to Lander 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 Lander all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made

promptly by Borrower.

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

Unless Lencier 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 smourt of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument Immediately prior to the acquisition.

pass to Lender to the extent of the sums secured by this Security Instrument Immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at less one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenusting circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit western the Property. Borrower shall be in default if any forfeiture action or proceeding, whether of viii or criminal, is begun that in Lender's good faith judgment could result in offeiture of the Property or otherwise materially interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the scion or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lion created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the ison application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with materially false or inaccurate information or statements to Lender (or falled to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the lessehold and the fee title shall not merge unless Lunder agrees to the merger in writing.

the Property, the leasehold and the fee this shell not merge unless Londer agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations); then Lender may do and pay for whetever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's calcium may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' feels 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 Londer agree to other terms of payment, these amounts shall been 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.

and shall be payable, with interest, upon notice from Le roler to Bondwar 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 premiume required to obtain coverage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiume required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, it substantially equivalent incrtgage insurance coverage is not avuilable, Borrower shall pay to Lander such morth a sum equal to one-twelfth of the yearly, mortgage insurance premium being paid by Borrower when the Insurance coverage lapsed or classed to be in effect. Lander will scocept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required; at this option of Lander, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and in obtained. Borrower shall pay the premiums required to maintain mortgage insurance and in accordance with any written agreement between Borrower and Lender or applicable law.

The property is a sent may issue resolutely a protection of the Property. Lander shall give Borrows notice at the time to the property in the property of the process of the property of the property of the process of the property of the pr

aums secured by this Security Instrument whether or not the sums are then due.

If the Property is ebandoned by Borrower, or if, effer notice by Lander to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lander within 30 days after the data the notice is given, Londer is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then

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 paragrephs 1 and 2 or change the amount of such payments.

11. Borrower, Not Released; Forbestance By Lender Not a Walver. Exhibition of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the briginal Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in interest. Any forboarance by Lender in exercising any right or remedy shall

demand made by the original Borrower or Borrover's successors in interest. Any forboarance by Lender in exercising any right or remedy shall not be a walver of or preclude the exercise of any right or remedy.

12. Successive and Assigns Bound; Joint and Saverul Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors, and assigns of Lander and Borrower, subject to the provisions of paragreph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Borrower may agree to extend, modify, forced or make any accommodations with the second process. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount not season for reduce the connection with the loan exceed the permitted limits, then sometimes allowed from Borrower which exceeded permitted limits will be refunded to Borrower. Lendor may choose to make this refund by reducing the collected from Borrower which exceeded permitted limits will be refunded to Borrower. If a refund reduces principal, the reduction will be treated as a partial principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or

Lender designation by notice to somewer. Any notice provided for in this security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Buneficial 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 in not a natural person) without Lander's prior written 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 (usercise is prohibited by federal law as of the date of this Security Instrument. However, this option shall not be if Lender exercisis 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 falls 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.

or demand on Borrower.

18. Berrower's Right to Reinstrite. 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 reinstrement) before saile of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenents or agreements; (c) pays all expanses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys! fees; and (d) takes such action as Lender may reasonably Security Instrument that it is lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this isacurity Instrument and the obligations secured hereby shall paragraph 17.

paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer interested to a sale of the Note. If there is a change of the Loan Servicer 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.

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 inw.

26. Hazardous Substances. Borrower shall not due or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Flazardous 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 remedication of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial addors in accordance with Environmental Law. As used in this pergraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosane, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldelyde, 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, eafery or environmental protection.

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

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

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

21. Acceleration; Remediec. Londer shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be curred; and (c) 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 Separity instrument and sale of the Property. The notice shall further briom Borrower of the right to reinsuite after acceleration, and the right to bring a court action to assert the non-existence of a default or any other (defined of Borrower to addersation and said.). If the default is not cured on or before the date specified in the notice, Lender at the option may require immediate payment in full of all sums secured by this Security instrument without further demand and may invoke the power of sale and any other remediate permitted by applicable lime, Lender shall be emitted to collect all expenses and control in the paragraph 21, Individual, but not limited to, reasonable attorneys' fees and control title avidence.

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