

# UNOFFICIAL COPY

A.J. SMITH FEDERAL SAVINGS BANK  
14757 S. CICERO AVENUE  
MIDLOTHIAN, IL 60445

APPL# 001-41107020  
ML# 0025006156

DEFY-01 RECORDING

04037751

T\$5555 TRAN 0164 12/12/94 14:19:00

7424 0 JLI 104 037751

COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **DECEMBER 6, 1994**. The mortgagor is  
**MARY J MANN, DIVORCED AND NOT SINCE REMARRIED**

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

**A.J. SMITH FEDERAL SAVINGS BANK**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **14757 SOUTH CICERO AVENUE, MIDLOTHIAN, ILLINOIS 60445**

("Lender"). Borrower owes Lender the principal sum of

**TWENTY THREE THOUSAND SIXTEEN AND NO/100**

Dollars (U.S. \$ 23,016.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **DECEMBER 10, 2001**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

**LOT 25 IN BLOCK 2 IN FRANK B IVES RESUBDIVISION OF LOTS 15, 16, 17 AND 18 AND ANDREWS SUBDIVISION OF THE EAST 1/4 AND THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 28, NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PIN:25-28-330-008-0000**

which has the address of **12527 S. EGGLESTON, CHICAGO, ILLINOIS 60628** [Street, City, Illinois] **(Zip Code) (Property Address)**

**ILLINOIS - Single Family - FNMA/FHLMC UNIFORM**

**INSTRUMENT Form 3014 9/80**

**VMP-6R(IL) (9495) Amended 5/91**

**VMP MORTGAGE FORMS - (800)521-7291**



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TOGETHER WITH all the improvements now or hereafter erected on the property, All replacements and addititions shall also be covered by this Security Instrument.

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

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

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may affect the property over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents; (c) yearly mortgage insurance premiums; (d) yearly flood insurance premiums; (e) or ground rents; (f) the property, if any; (g) clearly hazard or property insurance premiums; (h) yearly leasehold payments, if any; (i) yearly mortgage insurance premiums, if any; and (j) any sums payable by Borrower to Lender, in accordance, in paragraph may receive for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, any sum collected under the Escrow Items, unless Lender may not to exceed the maximum amount, if so, Lender may, at any time, collect, call for, and hold Funds in an amount not to exceed the lesser amount. Lender may otherwise in accordance with this loan, unless applicable law provides otherwise, to pay a one-time charge for an independent real estate tax reporting service used by Lender, 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.

However, Lender may require Borrower to pay a one-time charge for a one-time charge for holding the Funds and applying the Escrow Items, unless Lender holds them in trust for the benefit of the Funds, annually analyzing the escrow account, or verifying Lender, if Lender is such an institution) or in any general 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 Lender in connection with this loan, unless applicable law permits it to be held by another party to Borrower for a period not exceeding twelve months held by Lender exceed the amount permitted to be held by another party to Borrower for a period not exceeding twelve months held by Lender, if Lender may not to exceed the amount of any sums held by Lender prior to the acquisition of the property, Lender shall account in full of all sums secured by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall account in full of all amounts received by Borrower for any Funds held by Lender prior to the acquisition of the property held by Lender, if Lender may not to exceed the amount of any sums held by Lender prior to the acquisition of the property held by Lender, if Lender may not to exceed the amount necessary to make up the deficiency in no more than twelve months held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition of the property held by Lender, shall pay to Lender the amount paid by Lender prior to the acquisition of the property held by Lender, to any principal, interest, taxes, assessments, charges, fines and impositions attributable to the property held by Lender, to any taxes, assessments, charges, fines and impositions received by Lender under paragraph 4.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2, and 2 shall be applied: first, to any prepayment charges, due under the Note; second, to amounts payable under paragraph 2;

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions arising out of the property held by Lender, to increase due, to principal due, and last, to any late charges due under the Note.

Security instrument, unless otherwise provided in paragraph 21, Lender shall account in full of all amounts received by Borrower for any sums held by Lender prior to the acquisition of the property held by Lender, shall pay to Lender the amount paid by Lender prior to the acquisition of the property held by Lender, to any principal, interest, taxes, assessments, charges, fines and impositions received by Lender under paragraph 4.

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, if obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them directly to the which may claim priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay these by, or debtors against any part of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contestants in good faith the lien by or debtors against any part of the lien in a manner acceptable to Lender; (a) agrees in writing to the payment of the payment of the obligation secured by the lien in a manner acceptable to Lender.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

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

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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be severable.

given effect without the conflict clause provision. To this end the provisions of this Security instrument and the Note are declared to conflict with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be jurisdiction in which the Property is located, in the event that any provision or clause of this Security instrument or the Note which is given effect without the conflict clause provision. To this end the provisions of this Security instrument and the Note are declared to conflict with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be jurisdiction in which the Property is located, in the event that any provision or clause of this Security instrument or the Note which is given effect without the conflict clause provision. To this end the provisions of this Security instrument and the Note are declared to conflict with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be jurisdiction in which the Property is located, in the event that any provision or clause of this Security instrument or the Note which is given effect without the conflict clause provision.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state in which the Property is located.

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

addressed hereinafter or any other address Lender designates by notice to Borrower. Any notice provided for in this Security

any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's

by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it under the Note.

Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge

Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

permitted limits, and (b) any sums already collected from Borrower which exceed permitted limits will be reduced to Borrower.

exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the

and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges,

make any accommodations within regard to the terms of this Security instrument or the Note which limit Borrower's consent.

secured by this Security instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, replace or

Borrower's interest in the Property under the terms of this Security instrument; (b) is not necessary, but not denied, to pay the sums

instrument but does not execute the Note: (a) is co-signing this Security instrument only to mitigate, but not denied, to the

paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability; Creditors. The covenants and agreements of this

right or remedy.

in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any

the sums secured by this Security instrument by reason of any delay and made by the original Borrower or Borrower's successors

compliance proceedings against any successor in interest or failure to extend time for payment of otherwise modify amortization of

not operate to release the liability of the original Borrower's successors in interest. Lender shall not be required to

of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment of modified loan

the due date of the monthly payments received in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

by this Security instrument, whether or not due.

is authorized to collect and apply its proceeds, at its option, either to reschedule or replace of the Property or to the sums secured

award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the note is given, Lender

If the Property is abandoned by Borrower, or if, after notice to Lender to consider the condition offers to make an

sums secured by this Security instrument whether or not the sums are due.

Borrower and Lender in writing or unless applicable law otherwise provides, the proceeds shall be applied to the

Property immediately, before the taking is less than the amount of the sums secured immediately before the taking, unless

taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the

the sums secured before the taking, divided by (b) the fair market value of the Property immediately before the

Security instrument immediately before the taking, unless Borrower and Lender within 30 days after the date the note is given, Lender

value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security

whether or not due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

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

Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect all parts of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

proceeds required to maintain mortgage insurance in effect, or to provide a loss reserve, until the redemption for mortgage

that Lender (requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the

payments may no longer be required, at the option of Lender, if mortgagage insurance coverage (in the amount and for the period

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**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 Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior 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 exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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MAIL TO: 14757 S. CICERO AVENUE MIDLOTHIAN, IL 60445  
RETURN TO: A.J. SMITH FEDERAL SAVINGS BANK Form 3014 9/90  
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This instrument was prepared by: RHONDA HOLLOWAY

My Commission Expires: November 14, 1994  
Given under my hand and official seal this 16th day of DECEMBER  
Signed and delivered the said instrument as HERB (See and acknowledge d that she  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
she personally known to me to be the same person(s) whose name(s)  
MARY J MANN, DIVORCED AND NOT SINCE REMARRIED

1. THE UNDERSIGNED,  
, a Notary Public in and for said county and state do hereby certify that  
STATE OF ILLINOIS,  
COOK County ss: *Mary J. Mann*  
Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
*Mary J. Mann*  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in  
any rider(s) executed by Borrower and recorded with it.  
Witnesses:

- [Check applicable boxes]  Adjustable Rate Rider  Commodity Rider  Family Rider  V.A. Rider  
 Credit Union Rider  Home Improvement Rider  Second Home Rider  Balloon Rider  
 Fixed Unit Development Rider  Biweekly Payment Rider

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

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
Without charge to Borrower, Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

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