PREPARED BY: UNOFFICIAL COPY JANICE M. HOLZHAUSER CHICAGO, IL 60655

4133600418

RECORD AND RETURN TO:

PACOR MORTGAGE CORP. 3242 WEST 111TH STREET CHICAGO, ILLINOIS 60655

92521340

[Space Above This Line For Recording Data]

MORTGAGE

-007

THIS MORTGAGE ("Security Instrument") is given on JULY 2, 1992 JUAN R. MOSTEK AND CLARE M. MOSTEY, HUSBAND AND WIFE

. The mortgagor is

, and whose

("Borrower"). This Security Instrument is given to PACOR MORTGAGE CORP.

DEPT-01 RECURDING **#31.50** 

#6659 # X - 22-521340

COOK COUNTY RECORDER

THE STATE OF ILLINOIS which is organized and existing under the laws of address is 3242 WEST 111TH STREET CHICAGO, ILLINOIS 60655

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

ONE HUNDRED THIRTY ONE THOUSAND AND 00/100

131,000.00 Dollars (U.S. \$

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 AUGUST 1, 2022 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 injerest, advanced under paragraph 7 to CO protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this 12 Security Instrument and the Note. For this purpose, Borro ver does hereby mortgage, grant and con ey to Lender the following described property located in COOK County, Illinois:

THE NORTH 50 FEET OF THE SOUTH 200 FEET OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF SOUTH HOYNE AVENUE NORTH OF THE NORTH LINE OF WEST 101ST STREET, EAST OF THE BAST LINE OF SOUTH HAMILTON AVENUE AND SOUTH OF THE LINE OF WEST 100TH STREET, IN COOK COUNTY, ILLINOIS.

25-07-313-008

which has the address of 10041 SOUTH HAMILTON, CHICAGO 60643 ("Property Address"); Illimpis

Street, City ,

RLINOIS-Single Family-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

VAIP MORTGAGE FORMS - (312)293-8100 - 1800)521-7281

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

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

shird, to interest due; fourth, to principal due; and last, to any late charges due under the Note. I and 2 shall be applied: first, to any prepayment charges due under the Mote; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

of tide Property, shall apply any Funds held by Lender at the time of acquisition or sale as credit against the sums secured by

Funds held by Lender, it, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale Upon payment in full of all sums secured by this Security Instrument, Lander shall promptly refund to Borrower any

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

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

Lender may estimate at an ount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. sets a lesser amount if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in tieu of the payment of morigage insurance premiums. These items are called "Escrow items." if any: (e) yearly morigage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments 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 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to C.D.

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

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

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

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he in effect. Lender will accept, use and retain these psyments as a loss reserve in firm of mortgage insurance. Loss reserve one-twelfth of the yearly mongage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each menth a sum equal to cost to Borrower of the mortgage insurance previously in officel, from an alternate mortgage insurer approved by Lender. If obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premums required to Instrument, Borrower shall pay the piciniums required to maintain the mortgage insurance in effect. If, for any reason, the

8, Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security. payment.

date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Security instrument. Unlow Borrower and Lender agree to other terms of payment, these amounts shall nest interest from the Any amounts dishursed by Lender under this paragraph? shall become additional debt of Barrower accured by this

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perior in he coverants and agreements contained in leaschold and the fee title shall not merge unless Lender agrees to the merger in writing.

lessehold, Borrower shall comply with zil the provisions of the lesse. If Borrower acquires fee title to the Property, the to, representations concerning Borrower's occupancy of the Property as (principal residence. If this Security Instrument is on a to provide Lender with any material information) in connection with ne loan evidenced by the Note, including, but not limited Borrower, during the loan application process, gave materially take in inaccurate information or statements to Lender (or failed impairment of the fron created by this Security Instrument or Lender's security interest. Borrower shall also be in default if that, in Lender's good faith determination, precludes forfeiting of the Borrower's interest in the Property or other material cure such a default and reinclate, as provided in paragraph 22, by causing the action or proceeding to be dismissed with a ruling Proporty or otherwise materially impair the lien created withis Security Instrument or Lender's security interest. Borrower may action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture extenuating circumstances exist which are inyond Borrower's control. Borrower shall not destroy, damage or impair the the date of occupancy, unless Lender on course agrees in writing, which consent shall not be unreasonably withheld, or unless this Security instrument and shall confine to eccupy the Property as Borrower's principal residence for at least one year after Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of

6. Occupancy, Preservalish, Maintenance and Protection of the Property; Borrower's Loan Application; Leastholds. immediately prive to the auquistion.

damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument under paragraph 21116 Property is acquired by Lender. Borrower's right to any insurance policies and proceeds resulting from postpone the due the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If Unless Leads and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Ecnder may make proof of loss if not made promptly by Borrower small give prompt notice to me insurance carrier and Lender in the event of loss if not made promptly by Borrower.

Unloss Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the restoration or repair is economically feasible or Lender's security and Lender's security is not lessened. If the restoration or repair is economically feasible or Lender's security would be leasened, the insurance proceeds shall be applied to the sums country in not economically feasible or Lender's security would be leasened, the insurance proceeds shall be applied to the sums country in this Security Instrument, whether or not then due, with any excess paid to Borrower abandons the Lender may use the proceeds to repair or restore the Property or to pay sums collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums confect the insurance proceeds. Lender may use the proceeds to repair or restore the property or to pay sums collect the insurance proceeds. Lender may use the proceeds or restore the property or to pay sums collect the insurance proceeds. Lender may use the proceeds of repairs when the proceeds of the pay and the proceeds.

paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. dealt biave the right to hold the policies and renewals. If Lender requires, Borrower shall prompily give to Lender all receipts of All maurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

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

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payments may no longer be required, at the option of Lender, it moltgage 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 in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower, and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for carriages. Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender 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 due.

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 such payments.

- 11. Borrower Not Released; Forhearance 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower's or Borrower's successors 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 or Borrower's successors in interest. Any forhearance by Lender in exercising, any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns (1) lender and Borrower, subject to the provisions of paragraph 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's 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.
- 13. Loan Charges. 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 necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note of 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 when given as provided in this paragraph.
- 15. Governing Law; Severability. 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.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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17. Transfer of the Property of Beneficial Interest in Borrower. (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; Charge 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 une and 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 base 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 proceeding 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 breacted of any covenant or agreement in this Security Instrument (but not prior to acceleration under prior; raph 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.
- · 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Form 3014 9790