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COCK COUNTY RECORDER

0020004531

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 27TH day of JULY, 1992. The mortgagor is RICHARD A PIERSON AND MARILYN LAWLOR PIERSON HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to MORTOAGE CORPORATION which is organized and existing under the laws of Minnesots, and whose address is 111 B. RELLOGG BLVD. ST. PAUL, MN 55101 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY FIVE THOUSAND and no/100 Dollars (U.S.) 125,000.00). This debt is evidenced by Borrower's note dated the same date as c'.ii) Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on the first This Security Instrument secures to Lender: (a) the day of AUGUST, 2022 repayment of the deby 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 precommand of Equipment's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does bereby mortgage, grant and convey to Lander the following described property located in COOK County, Illinois:

PARCEL 1: LOT 6 IN PASERA'S RESUBILIZISION OF PAZERA'S SUBDIVISION RECORDED AS DOCUMENT NUMBER 16836969 ON FEBRUAY, 28, 1957; A SUBDIVISION OF PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1/2 OF LOT 4) COUNTY, ILLINOIS. COOK

PARCEL 2: EASEMENT FOR INGRESS AND EGRES: FOR THE BENEFIT OF PARCEL 1 AS SHOWN ON THE PLAT OF PASERA'S RESUBDIVISION AND 19 CREATED BY AGREEMENT RECORDED NOVEMBER 10, 1969 AS DOCUMENT NUMBER 21006723.

23-14-100-026

which has the address 10620 GREEN VALLEY (Street)
Illinois 40462 60467 ("Property Address" (Zip Code) ("Property Address");

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

SORROWER COVENANTS that Sorrower is laufuily saised of the estate hereby conveyed and har the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for except and of record. Borrower werrents and will defend generally the title to the Property against all elibs and mands, subject to any endumbrances of record.

THIS SECURITY INSTRUMENT combines uniform adventure for netisate use and non-uniform adventure with limited variations by jurisdiction to constitute a uniform accurity instrument covering real property.

PAGE 1 OF &

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INLEGRA COVENANTS. BOTTOMET PROCEDED COVENANTS OF THE COV

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

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

The funds shall be held in an institution whose deposits are insured by a federal 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 Normher interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may paying 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, Lender shall not be required to pay Borrower any interest or earning 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, who annual accounting of the Funds, showing credits and distinct to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as and distinct 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 Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the reficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this facurity Instrument, Lender shall promptly refund to Sorrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shell 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 scientise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay 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 kinner provided in paragraph 2, or if not paid in that manner, 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 promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security lictrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lie. 17. 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 opinion 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 Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Sorrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Nazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hexards included within the term "extended coverage" and any other hexards, 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 poticies 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 may make proof of loss if not made promptly by Borrower.

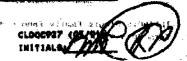
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In the event of a total taking of the Property, the present shall secupled as the sums secured by this security instrument, whether or not then due, with any excess paid to Sarrower. In the event of a partial taking of the Property in which the fair 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 Sorrower 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 fractions (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. Any balance shall be paid to Sorrower. In the event of a partial taking of the Property in which 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 Sorrower and Lender otherwise agree in writing or unless applicable low 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 condomor offers to make an sward or settle a claim for damages, 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 a change the change the

- 11. Borrower Not Released; Forbearance By Lender Not a Maiver. Extension of the time for payment or modification of exercization of the sums secured by this Becurity Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the Liability of the original Borrower or Borrower's successors on 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 Serrower's successors in interest. Any forb arence by Lender in exercising any right or remedy shall not be a Maiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Sourd; Joint and Several Etablifty; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Sorrower, subject to the provisions of pengroph 17. Sorrower's covenants and agreements whall be Juint and several. Any Sorrower who co-signs the Security Instrument but does not execute the Moths (8) is co-signing this Security Instrument only to Marigage, grant and convey that Security Instrument 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) agree that Lender and any other Sorrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Sorrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a tell which sets maximum toan charges, and that law is finally interpreted to that the interest or other toan charges collected or to be collected in connection with the loan exercit the parmitted limits, then: (a) any such toan charge shall be reduced by the smunt necessary to reduce the parmitted limits, then: (a) any such already collected from Sorrower which exceeded parmitted if its will be refunded to Sorrower. Lender may choose to make this refund by reducing the principal out of index the Note or by Making a direct payment to Sorrower. If a refund reduces principal, the reduction will be anneated 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 sell unless applicable (am require) use of enother method. The notice shall be directed to the Property Address or any other address Borrow, disjuncts by notice to Lender shall be given by first class small to Lender's address served herein or any other address Lender designates by notice to Berrower. Any notice provided for in this accurity 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 feders. Lim and the taw 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 office 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.
- 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 baneficial 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 ismediate 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, Lendor shell give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the data 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.



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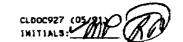
Unless Lender and Borrower herwise agr e in writing, insurance process shall be applied to restoration or repair of the Property demaged, if the restoration or repair is aconomically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's 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 Sorrower. If Sorrower 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 Lander and Sorrower 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, Sorrower'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; Sorrower'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 shail continue to occupy the property se 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 externating circum tances 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 an infeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment and result in forfeiture of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest. Sorrower may cure such a default and reinstate, as provided in pringraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lander's good faith of emmination, 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. Morrower shell also be in default if Rorrower, during the loan application process, gave materially false or inoccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the ican evidenced by the Note, including, but not limited to, representations concerning Borrower's occupanty 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 leasthold 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 regulational, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's lights 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 co 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 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 Lander 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 cord substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage insurance coverage 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 payments may no longer be required, at the option of Lender, 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 is 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.



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18. Borrower's Right of Runtaty. If Borrower ments centrifued at any cime 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 coverants 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 pertial 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 constraints on other information required by applicable law.

20. Hazardous Substances. Sorrower shall not cause or permit the presence, use, disposal, storage, or release of any impardous Substances on or in the Property. Sorrower shall not do, nor allow anyone else to do, anything alfacting the Property that is in violation of any Environmental Law. The preceding two sentences shall not concy 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 Mazardous Substance or Environmental Lem 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 Mazardous 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, "Hazardrus Substances" are those substances defined as toxic or hazardous substances by Environmental Law rid the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic petroleum and herbicides, volatile solvents, materials containing asbeatos 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 Loyanint 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 Jecurity Instrument (but not prior to acceleration under peragraph 17 unless applicable law provides of erise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a dat, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; any (d) that failure to cure the default on or before the date specified in the motive cay result in accileration of the sums secured by this Security Instrument, foreclosure by judicial proceduling and sale of the coperty. The notice shall right to assert in the further inform Sorrower of the right to reinstate after acceleration and the foreclosure proceeding the non-existence of a difficult or any other defense of bor over to acceleration and foreclosure. If the default is not cured on or before the date specified in the rotice, 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. /enuler shall be entitted to collect all expenses incurred in pursuing the remedies provided in this pursuing 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 Nomestead. Borrower waives all right of homestead exemption in the Property.
- 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.

* {Check applicable box(es)]

. 1) Adjustable Rate Rider	() Condominium Rider	C] 1-4 Family Rider
t] Graduated Payment Rider	[] Planned Unit Development Rider	τ] Biweekly Payment Ride
ľ] Battoon Rider	[] Rate Improvement Rider	ť	3 Second Home Rider
ι) V.A. RIDER	[] Other(s) (specify)		

