WHEN RECORDED MAIL TO

LOAN AMERICA FINANCIAL CORP. 8100 OAK LANE MTAMI LAKES, FL 33016 LOAN NUMBER: 50-512906-9

92758168

[Space Above This Line For Recording Data] --

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

GCTOBER 7TH

.992

The mortgagor is

GARY E. RAND AND LENORA P. RAND, HUSBAND AND WIFE

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

LOAN AMERICA FINANCIAL CORPORATION

which is organized and existing under the laws of FLCRIDA

8100 OAK LANE, MIAM1 LAKES, FL 33016

, and whose address is

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

NINETY THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 90,500.00). The cold 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 NOVEMBER 1ST, 1999 . 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:

SOUTH 5 FEET OF LOT 3, LOT 4 IN BLOCK 3 IN SUBDIVISION OF BLOCKS 1, 2, 3, 4, 5, 7, 8 AND 9, IN WALLEN AND PROBST'S ADDITION TO OAK PARK IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE TAINED PRINCIPAL MERIDIAN, ACCORDING TO MAP THEREOF RECORDED MAY 20, 1890 AS DOCUMENT 1472612, IN COOK COUNTY, ILLINOIS.

の氏とろという

TOGETHER WITH all the improvements now or hereafter erected on the property, and all elements, appartunished, and fixtures 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."

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

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when dec 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 all to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (Family day in) yearly taxes and assess to its which may attain priority over this Security Instrument as a lien on the Property; (a) yearly hearthful payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly found insurance premiums if any; and (f) any mans payment by Burnewar to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrational Lender may, at any time, collect and hold Funds in an amount not to exceed the manifestion another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and bold Funds due on the basis of current days another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and bold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current days and reasonable estimates of expenditures of funce Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an insulation whose deposits are insured by a federal agency, insummentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to gay the Eacrow Items. Lender may not charge be rower for holding and applying the Funds, annually analyzing the sacraw account, or verifying the Eacrow Items, unless tender pays Borrower interest on the Funds and applicable law principle. Lender to make such a charge. However, Lender may, require Borrower to pay a one-time charge for an independent real entate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings 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 satisfies.

secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable faw, Lander shall account as 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 deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shy promptly refund to Bornows and Funds held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquirillant or sale of the Property, shall apply any Funds held by Lender at the time of acquisition of the as a credit against the same

secured by this Security Instrument.

17EM 1876LE #21000

3. Application of Payments. Unless applicable law provides otherwise, all payments revived by Londor under paragraphs 1 and 2 shall be applied: first, so any prepayment charges due under the Note; second, to accounts payable under

peragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the large.

4. Charges; Llens. Borrower shall pay all taxes, assessments, charges, fines and impositions to the Property which may attain priority over this Security Instrument, and lessehold payments or ground rents, it say. Borrower shall pay these obligations in the manner 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 it paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lander accepts evidencing the payments.

Borrower shall promptly discharge any Men'wilscle hist priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation before by the lien in a manner acceptable to Lender; (b) contests in good finish 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 entitlactory 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 amain 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. Borrower shall keep the improvements now existing or become the existing floods or flooding, for which Lender requires insurance. This insurance shall be maintained to the amounts and

Paris 2014 5/90 (page 2 of 6 pm; in)

Committee Commit

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 unreascuably 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 Levilles and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due rate 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 group 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 coupy, 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 porupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extentiating 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 preceeding, 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 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 imprirm at of the lier, 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 pervide 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 sealelold, Borrower shall comply with all the provisions of the lease. If Berrower acquires fee title to the Property, the lease of 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 fail, 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 for eiture 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 proving over this Security Instrument, appearing in court, paying reasonable appropers' 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 Londer 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 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.
- Lender or its agen: 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.
- The proceeds of any award or claim for damages, direct or consequential, in connection with 10. Condemnation. (CO17) C18101 MATI

form 3614 996 (page 4 of 6 pages)

COST PARTY WATE

observation whis Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as A Berrower's Right to Relactute. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower.

this Security Instrument, if Borrower Isids to pay these sums prior to the expiration of this period, Lender may involve any not best these 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Lender extensises this ordion, Londer shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Sociality Leavingent. this Secreticy Institutes. However, this option shall not be exercised by Lender if exercise is prohibited by foderal law as of were London's prior written consent, Lander may, at its option, require inmeediate payment in full of all aums accured by the he work or constituted (et il a beneficial interest in Borrower is sold or unnaterred and Borrower is not a natural person)

the of the Property or a Beneficial leterest in Borrower. It all or any part of the Property of any interest 16. Sorrawer's Copy. Romower shell be given one conformed copy of the Note and of this Security Instrument.

cal to be severable.

can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrum as a the Note which inficulon in which the Property is located. In the event that any provision or clause of this Security instrument or the Mone 15. Coverning Laws Severability. This Security Instrument shall be governed by federal law and the law of the

provided for he this Security Instrument shall be deemed to have been given to Borrower or Londer when given as provided first, class reads to Lender's address stated berein or any other address Lender designates by review to Borrower. Any notice Preparty Address or any other address Borrower designates by notice to Lender. Any Jouise to Lender shall be given by hing it by that class mais unless applicable has requires use of another method, fire needes shall be directed to the Ad. Mentees, Any matice to Borrower provided for in this Security Instrument shall be given by dedivering it or by

properly assets the predocting the Note.

a absect payment at Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any reference to Borrower. Lendor may choose to make this refund by reducing the principal owed under the Note or by making se therese to the permitted limit; and (b) any sums already collected trum Bornwer which exceeded permitted limits will be which the team cases the permissed limits, then: (a) any such to an a shall be reduced by the amount necessary to reduce charges, and that ign is finally interpreted so that the interest or other charges collected or to be collected in connection 13, Louis Charges. If the loss secured by this Society Instrument is subject to a law which sets maximum bran

POLICE LA COMBONY

before or make any accommodations with regard of the terms of this Security Instrument or the Note without that a secured by this Security instrument, and (c) agreed that Lender and any other Borrower may agree to extend, modify, Bestower's interest in the Property under the terms of this Security Instrument (b) is not personally obligated to pay the minimum but does not execute the Moto: (a) is to signing this Security Instrument only to morgage, grant and corvey that personer's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security Security literanness shall blind and her of the successors and assigns of Lender and Borrower, subject to the provisions of in Successions and Anigne Bourd; Julia and Several Liability; Co-signers. The coverants and agreements of this

nest but a waither of or preclade the contino of any right or remedy.

chights Borrower or Borrower's Accessors in interest. Any forbearance by Lender in exercising any right or remedy shall merchies modify annomization by the sums secured by this Security Instrument by reason of any demand made by the ill now he required to our mence proceedings against any successor in interest or refuse to extend time for payment or of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender medification of ann of the sums occared by this Security Instrument granted by Lender to any successor in interest II. Beureut, V. C. Beleased; Forbearance By Lender Mot a Whiver. Exicusion of the time for payment or

positions the day of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

United Limits and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or ARMS MECHANISM than Society Instrument, whether or not then due.

Lisables 1) multicrises to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the and a seale a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given;

If the Property is absorband by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make JOH BACK GOC.

comments provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law Property in which the market value of the Property immediately before the taking is less than the amount of the sums Proporty intractionally before the taking. Any balance shall be paid to Borrower, In the event of a partial taking of the fractions: (a) the sound amagust of the sums accured immediately before the taking, divided by (b) the fair market value of the seemed by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, WEIGH the time manker value of the Property immediately before the taking is equal to or greater train the amount of the nume Insuranced, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in in the event of a noted inking of the Property, the proceeds shall be applied to the sums necured by this Security

robus. I or bing so hade him ber any condensation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

UNOFFACIONAL RIGHT TO REFINANCE)

FHIS BALLOON RIDER is made this 7TH day of OCTOBER , 19 92 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to LOAN AMERICA FINANCIAL CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

607 SOUTH WENONAH AVENUE, OAK PARK, IL 50304 [Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of NOVEMBER 1ST., 2022, and with an interest rate equal to the "New Note Rate" diagrammed in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Condition of Pelinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance comodify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a larger willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Retinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in (1) monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments imit of lately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE PLATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date rank time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this isociated net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not creater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Nr (e) folder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal plur (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturio: Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL RIFFINANCING OPTION

92758168

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date at discrise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are me). The Note Holder will provide my payment record information, together with the name, title and address of the person removementing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendal advys prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder with advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me reasonable fees and the costs associated with exercising the refinance option.

BY SIGNING	BELOW.	Borr	ower accept	s and agrees to t	he to	erms and covenants c	ontai	ned in this Balloon	Rider.
(Oney	\mathcal{L}_{ϵ}	Fand	(Se	a ()	Lewera	P.	Rayl	(Sea!)
GARY E.	RAND			Borrow	er	LENORA P. RAND			Borrower

[Sign Original Only]

2014 (50.00) (100.00) Property of Coop County Clerk's Office er a e sautente et et e $1 \leq r \leq s_s \leq s_{r_s}$ CONTROL ON WAR BUILDING IN 5-11-5-15 5-15 Sept. e vitalitation Little vitalitation

Color of Side of Bare

vita i megni

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

witt also contair 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 remodiation 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: zesoline, 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 Porrower 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 mon-existence of a default or any other defease 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 wi hout further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to extect 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 sume secured by this Security Instrument, Lender shrill 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.

92728168

Form 30th 9196 (uge 6 of 6 press) (CO:4) 9.38441 MMT (comban) 9100 OFK FAME, MIRMI LAKES, FL 33016 WA COMMISSION EXPIRES 1/16/96 (Name N) NOTARY PUBLIC, STATE OF ILLINDIS LOAN AMERICA FINANCIAL CORPORATION, ANDREW J. FURMAN SEAL " OFFICIAL Take instrument was prepared by Motery Public 29/21/1 Given under my band and official seal, this OCTOBER KLL AND S free and voluntary act, acr inc uses and purposes therein set. as instructori bias sub bosovibb bias Treuz subatrified to the foregoing instrument, apprened before ne this day in person, and admortiedged that - CheV (2) amen seed (2) noting on 22 of the of an of aword yllsnorted, SIB do horeby cortify that Cardy Band and lenore P. Rand, muserup and wife BANPISTADAJ a Motary Public in and for said county and same, County ss: STATE OF FLINOIS. Social Security Number Scient Security Number TOWOTHOR Bortower ([605]) (1805) Social Security Number Social Security Mumber 375-62-2768 6069-44-770 Borrower Borzowar LENORA P, RAND (Jeed) Witness Security Instrument and in any rider(s) executed by Borrower and recorded with it. BY 350NEMC BEELOW, Borrower accepts and agrees to the terms and coversants contained in pages 1 through 6 of this 2758169 Other(s) [specify] Second Home Rider Rate Ingrovement Rider while and safe **Sinoskiy Payment Ridold** Planted Unit Development Rider Toldy on a chimical A 1-4 Family Rider Condominium Rider minimist [Chart applicable box(ca)] White Soverents and agreements of this Security Lastrument as if the riden(s) were a part of this Security in Security Immunitations, this coverants and agreements of each such rider shall be incorporated into med shall surrend and Me inhibited to their Security Instrument. If one or more riders are executed by Burrower and recorded together with