

# UNOFFICIAL COPY

LOAN # 14002000

BOX 112  
BELL FEDERAL SAVINGS AND LOAN  
555 WEST 95th STREET  
OAK LAWN, IL 60453

92887569

DEPT-01 RECORDINGS \$31.50  
T68888 TRAN 4545 11/25/92 13:03:00  
#5887 + 92-887569  
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 27**,  
**19 82**. The mortgagee is **BRAD WILLIAMS AND MARIAN J. WILLIAMS HIS WIFE**,

("Borrower"). This Security Instrument is given to **BELL FEDERAL SAVINGS AND LOAN ASSOCIATION**, which is organized and existing  
under the laws of **THE UNITED STATES OF AMERICA**, and whose address is  
**79 WEST MONROE STREET, CHICAGO, ILLINOIS 60603** ("Lender").

Borrower owes Lender the principal sum of **SEVENTY THOUSAND AND 00/100**  
Dollars (U.S. \$ **70,000.00**). This debt is evidenced by Borrower's note  
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not  
paid earlier, due and payable on **11-01-2007**. 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 prop-  
erty located in **COOK** County, Illinois:

**LOT 28 IN GALLAGHER AND HENRY'S FIRST ADDITION, BEING A SUBDIVISION OF LOTS 2, 3  
AND 4 IN BLOCK 10, AND LOTS 7 AND 8 IN BLOCK 11 AND LOTS 1 TO 10 BOTH INCLUSIVE IN  
BLOCK 28 OF FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOTS 2 AND 3 IN  
ASSESSOR'S SUBDIVISION OF SECTION 84, TOWNSHIP 88 NORTH, RANGE 18, EAST OF THE  
THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE EAST 100 FEET OF THE WEST 1/2 OF  
THE SOUTHWEST 1/4 OF SAID SECTION 84 AS LIES IN SAID LOTS 2 AND EXCEPT RAILROAD) IN  
COOK COUNTY, ILLINOIS.**

92887569

PERMANENT TAX I.D. NUMBER **18-84-422-012**

which has the address of **8817.....8A, KILDARE**, **CHICAGO**,  
(Street) (City)

**Illinois ..... 60652** ("Property Address");  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,  
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 seized 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 record. Borrower warrants  
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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the Property insures against losses by fire, hazards included within the term „extincted coverage“ And any other hazards, which may affect Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the premises that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to for the periods that Lender requires, for which Lender requires reinsurance shall be maintained in the amounts and including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the Property insured against loss by fire, hazards included within the term „extincted coverage“ And any other hazards, which may affect Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

**6. Secured or Priority Lien.** Borrower shall file a notice of the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

May attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien, Borrower shall prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subject to prevail the lien by, or defers against this Secured instrument of the lien in, legal proceedings which in the Lender's opinion operate to prevail the lien by, or defers against this Secured instrument secured by the lien in a manner acceptable to Lender, (b) consents in good faith the preparation to the payment of the obligation secured to Lender, Borrower shall promulgated to the Lender's opinion operate to prevail the lien by, or defers against this Secured instrument of the lien in a manner acceptable to Lender, (a) agrees in writing to the payment of the priority over this Security Instrument unless Borrower:

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

(a) agrees in writing to the payment of the priority over this Security Instrument of the amount paid by Borrower under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing payment of the amount paid by Borrower under this paragraph to the person owed payment, Borrower shall promptly furnish to Lender all uses of amounts to be paid on time directly to the person owed payment, 2, or if not paid in that manner, Borrower shall pay whom shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay this which may attach priority over this Security Instrument, and leasehold payment, if any, Borrower shall pay whom shall pay the amount held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

paragraphs 1 and 2; third, to interests due; fourth, to principal due; and last, to any tax or fees due under the Note.

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

paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under

or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

any funds held by Lender, if, under paragraph 2, Lender shall acquire the Note; prior to the acquisition

Borrower shall pay to Lender the amount necessary to take up the deficiency in such case no more than twelve monthly payments, at Lender's sole discretion.

Borrower shall pay to Lender the amount necessary to take up the deficiency in such case no more than twelve monthly payments, at Lender's sole discretion.

Any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case for the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender after

If the funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower

for which each debt to the funds was made, the funds are pledged as additional security for all sums secured by this Security

Instrument, or verifying the funds, unless Lender may require to pay the funds, showing credits and debits to the funds and the purpose given to Borrower, without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose

of the funds, Borrower and Lender may agree in writing, however, that interest shall be paid on the funds, Lender shall

make or receive any interest or earnings from the funds, unless applicable law provides otherwise, unless an account

is made or received to be paid, Lender shall not be required to pay Borrower any interest or earnings from the funds, unless applicable law requires to be paid, Lender shall not be required to pay Borrower any interest or earnings

from the funds, Borrower and Lender may make interest on the funds and applicable law permits Lender to make

any such charge. However, Lender may not charge Borrower to pay a one-time charge for an independent real estate

account, or verifying the funds, unless Lender may require to pay the funds, showing credits and debits to the funds and the purpose

pay the Escrow items, Lender may not charge Borrower for holding the funds, annually analyzing the escrow

(including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the funds to

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

responsible for verifying the funds or otherwise Escrow items or otherwise in accordance with applicable law.

amount not to exceed the lesser amount, Lender may estimate the amount of funds due on the basis of current date and

another law that applies to the funds less than a lesser amount, if so, Lender may, at any time, collect and hold funds in an

Estuary Settlement Proceedings Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. („RESPA“), unless

amount a lender for a federal mortgage loan may require for Borrower's escrow account under the federal Real

items are called „Escrow items,“ Lender may, at any time, collect and hold funds in an amount not to exceed the maximum

to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These

load insurance premiums, if any, (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower

leasedhold payments or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly

(a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly

(c) load insurance premiums, if any; (d) any sums payable by Lender for a federal mortgage loan may require for Borrower

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum („Funds“) for:

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall

the principal of and interests on the debt evidenced by the Note and any prepayment due under the Note,

the principal of and interests on the day monthly payments are due under the Note, until the Note is paid in full, a sum („Funds“) for:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

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

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

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

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

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

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

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

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

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Form 3014 Q90 (page 6 of 6 pages)

This instrument was prepared by **EMMA M. NORMAN**, CHICAGO, IL 60609  
Notary Public, State of Illinois  
Notary Public  
Victoria Kavalavskas  
My Commission Expires 11/17/94  
Witness my hand and official seal this 27th day of October 1992  
Witnessed and notarized for the purposes and uses herein set forth.  
(his/her, their)  
Free and voluntary act and deed and that **THEY**  
formed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument  
personally appeared before me and is (are) known or proved to me to be the person(s) who, being law  
men to be **BRAD WILLIAMS AND MARIAH HIS WIFE**  
do hereby certify that **BRAD WILLIAMS AND MARIAH HIS WIFE**  
a Notary Public in and for said county and state,  
I, the undersigned  
My Name is **Marina J. Williams** (Seal)  
Social Security Number **359-48-6896** -Borrower  
Social Security Number **376-54-5109** -Borrower  
**MARINA J. WILLIAMS** (Seal)  
Social Security Number **359-48-6896** -Borrower  
Social Security Number **376-54-5109** -Borrower  
and in any rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security Instrument  
and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
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)]  
 Adjustable Race Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Rate Improvement Rider       Second Home Rider  
 Balloon Rider  
 Other(s) [Specify]

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

11. **Borrower Not Released; Forbearance 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 or Borrower's successors in interest. Lender shall not be required to commence proceeding 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 forbearance 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 of 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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

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18. **Borrower's Right to Remand.** 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; or (b) entry of a judgment enjoining this Security Instrument to 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.

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. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument.

19. **Sale of Note; Change of Lender; Service.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer." That calligraphic monthly payments due under the Note and this Security Instrument as service will be one or more changes of the new Loan Servicer and the address to which payments should be made. 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 be given within ten days of the change in accordance with Paragraph 14 above and applicable law. 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 also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence of any Hazardous Substances on or in the property of any Borrower or other party involved in the investigation, claim, demand, lawsuit or other action by any governmental agency or private party having the power to require removal of any Hazardous Substances or any Hazardous Substances used in this paragraph 20, "Environmental Law." The proceeding two sentences shall not apply to the presence of any Hazardous Substances on or in the property of any Borrower has actual knowledge. Borrower shall not cause or permit the presence of any Hazardous Substances in accordance with Environmental Law and any other remedial action of any Hazardous Substances taken by Borrower authority, that any removal or other remediation of any Hazardous Substances afflicting the Property is necessary, or any governmental law or regulation giving Borrower power to require removal of any Hazardous Substances. Borrower shall provide all necessary remedial actions in accordance with Environmental Law.

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to accelerate; action following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration of the note under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the date required to cure the notice acceleration; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the notice default must be cured; and (d) that failure to cure the date specified in the notice default in accordance with this provision will result in the notice acceleration. Lender shall be entitled to collect all expenses incurred by this judgment proceeding, but not limited to reasonable attorney 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 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 attorney fees and costs of title evidence.

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property. Lender may exercise without charge to Borrower. Borrower shall pay any recording costs.