

Prepared by and when recorded
return to Lisa Kenworthy
Lisa Kenworthy
Source One Mortgage Service
3320 Data Drive, Suite 100
Rancho Cordova, CA 95670

92164988

DEPT-01 RECORDING 433.50
FEE PLAN 2692 03/13/92 11:05:00
#1691 E 92-164988
COOK COUNTY RECORDER

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MORTGAGE

22017740-4

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 22 1992. The mortgagor is JOHN M. MAEGLIN AND MICHELE L. MAEGLIN, HIS WIFE, IN JOINT TENANCY

This Security Instrument is given to SOURCE ONE MORTGAGE SERVICES CORPORATION ("Borrower"), which is organized and existing under the laws of DELAWARE and whose address is 27555 FARMINGTON ROAD, FARMINGTON HILLS, MI 48334-3357

Borrower owes Lender the principal sum of ONE HUNDRED SEVENTY FIVE THOUSAND TWO HUNDRED TEN AND 10/100 Dollars (U.S. \$ 175,210.00) ("Lender"). 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 MARCH 1ST, 2022.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with 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: PLEASE SEE ATTACHED LEGAL DESCRIPTION.

Lot 28 in the Willows North, being a subdivision of part of the East 1/2 of the North 1/2 of the North 1/2 of the Southeast 1/4 of Section 20, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

92-164988

which has the address of 3809 JOANNE DRIVE, GLENVIEW, Illinois 60025 ("Property Address")

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall 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 paid 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

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COOK COUNTY Clerk's Office

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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. § 2501 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, unless Lender pays charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require 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 earnings 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 debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount 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 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 shall promptly refund to Borrower 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, shall apply any Funds held by Lender to pay the debt due to Lender 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. **Changes:** Lender shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may be assessed in priority to the Security Instrument, and lessor's payments or ground rents, if any. 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 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 Instrument unless Borrower: (a) agrees in writing to the enforcement of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against the holder of the lien an agreement, set-off, or other claim against the lien; or (c) secures from the holder of the lien an agreement, set-off, or other claim against the lien. Lender may give Borrower a notice identifying the lien of the Property is subject to a lien which may attach in priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take the lien off the Property within 10 days of the giving of notice.

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

All insurance policies and renewals shall be assigned to Lender and Lender 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, Lender's 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, the 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:** Lender's Loan Application, Leasehold, Borrower shall occupy, establish, and use 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 extending 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 in the Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender for 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 provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee 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 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. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the form of mortgage insurance) 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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AFFIDAVIT



STATE OF Illinois
COUNTY OF Cook

I, John M. Magylin and Michele L. Magylin
currently residing at 3809 Forest Dr. Glenview IL 60025
bring duly sworn deponent, say and swear that to the best of my knowledge, information and belief the statements and representations in this paragraph, in paragraphs 1, 2, 3 below, and in the last paragraph of this affidavit are true and accurate.

- 1. NAME.** My full name appears above, including any alias, former, maiden, or other name(s) used now or in the past, even if I have had my name legally changed.
- 2. CITIZENSHIP AND AGE.** I am a citizen of the United States and at least 18 years old.
- 3. OWNERSHIP AND POSSESSION.** I and/or we are the only owner(s) of the property located at the address which appears above in sole possession of the property. There are no tenants or other occupants (except members of my family who have no proprietary, ownership, homestead, or other rights in the property and who may occupy the property only so long as I permit). I have owned this property since December, 1989, and no one has questioned or challenged my ownership or right to possession, or if they have, a court of competent jurisdiction entered final judgment in my favor on NA, 19 , and no appeal or notice of appeal of that judgment has been filed or is pending, and the time within which such appeal or notice of appeal must be filed is past. I have not signed any contract to sell the property, or given anyone any rights concerning the purchase or lease of the property.
- 4. IMPROVEMENTS.** No additions, alterations or improvements are now being made or have been made to this property since , 19 . We have always obtained all necessary permits and certificates of occupancy. All charges for municipal improvements such as sewers, sidewalks, curbs, or similar improvements benefiting this property have been paid in full. No building addition, extension or alteration on the property has been made or worked on within the past four months. We are not aware that anyone has filed or intends to file a mechanics' lien or building contract relating to this property. No one has notified us that money is due and owing for construction, alteration or repair work on the property.
- 5. MECHANICS' AND MATERIALMEN'S LIENS.** There has been no work done, services rendered or materials furnished in connection with repair, improvement, alteration, addition, development, design, building, construction, removal, demolition, excavation, landscaping, or other similar activity on the property within days of this date. Any such work, services, or materials relating to any such activity prior to the above stated time have been paid for in full, except to the extent of any mortgage, deed of trust, security deed, other similar instrument, or other lien appearing on the attached title report or commitment. No one has made any claim or notified me that money is due or owing, or filed a mechanics' or materialmen's lien against the property, except as appear on the attached report or commitment, and no one intends or is entitled to do so.
- 6. SPECIAL ASSESSMENT AND MUNICIPAL IMPROVEMENTS.** All special assessments and charges for municipal improvements such as sewers, sidewalks, curbs, walks, streets, and similar improvements have been paid in full. No notices have been served by any governmental authority for the removal or abatement of encumbrances, or for the installation or repair of said and similar improvements, and no such work has been done or ordered to be done for which a municipal claim could be filed against the property.
- 7. BANKRUPTCY.** I have not filed any petition in bankruptcy and no such petition has been filed against me (I have never been declared or adjudicated insolvent or bankrupt).
- 8. LIENS OR ENCUMBRANCES.** Other than those appearing on the attached title report or commitment, I have not allowed any interests or legal rights to be created which affect my ownership or use of the property, there are no judgments against me, no lawsuits have been filed against me, no notice of lis pendens indicating there is a lawsuit pending which could affect my property or other similar notice has been delivered or filed concerning me or any of my property, and there are no other legal obligations, including mortgages, trust or security deeds, easements, other liens or encumbrances which may be related against the property.
- 9. COMMON NAME.** The judgment(s) and/or other lien(s) appearing on the attached title report or commitment, which I have initialed or signed, and numbered , relate not against me, but rather, relate against someone else with a similar name.

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STATE JUDICIAL
CLERKS ASSOCIATION
MEMBER TO STATE JUDICIAL CLERKS
ASSOCIATION

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10. MARRIAGE AND HOMESTEAD. Statements 6 below, accurately describe my/our marital status and history:

- a. I have never been married.
- b. We were married to each other on September 27, 19 86, and remain married.
- c. We were married to each other on _____, 19 _____, and were divorced or granted an annulment on _____, 19 _____. (See f below)
- d. I was previously married. All such previous marriages have been terminated by the death of the other party or by a valid and final decree of divorce. (See f below)
- e. This property has never been occupied as my/our principal matrimonial residence, and neither I/we nor any other person has any homestead rights in this property.
- f. Attached are copies of _____
 - 1. Judgment(s), final decree(s), or settlement agreement(s) for divorce or annulment, including all terms related to disposition of property.
 - 2. Death certificate for any decedant named as current grantee or title holder of the property, and/or the deceased spouse of any current grantee or title holder.
 - 3. Other (describe)
- g. My complete marital history is as indicated above and further explained in the space provided here, or if indicated, on or continued on an attached page signed by me.

11. EXCEPTIONS AND ADDITIONS. The following is a complete list of exceptions and additions to the above statements, and any explanation or elaboration necessary to clarify the statements in this affidavit.

We have made this affidavit to induce the buyer _____ to accept my/our deed, and to induce TICOR Title Insurance Company, TICOR Title Guarantee Company, and/or TICOR Title Insurance Company of California to issue a policy of title insurance to mortgagee and buyer in connection herewith. Being so induced, they and their agents may and do rely upon the truthfulness of the statements made in this affidavit.

WITNESS:

[Signature] 2/22/92

WITNESS:

[Signature] 2/22/92

(Space Below This Line For Acknowledgment)

Marc C. Romanz 2-22-92



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COOK COUNTY CLERK'S OFFICE
JAN 13 2010
CHICAGO, ILL. 60601

INDIVIDUAL ACKNOWLEDGMENT

State of Illinois

County of Cook

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On this the 22 day of February, 1992 before me,

Marc C. Romanz

the undersigned Notary Public, personally appeared

John M. Mayhew

Personally known to me

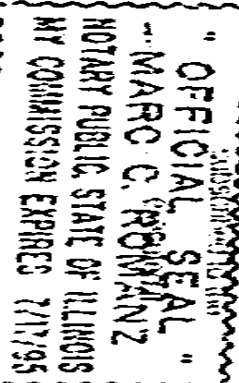
proved to me on the basis of credible evidence

to be the person(s) whose name(s) _____

is/are in the instrument, and acknowledged that

WITNESSE my hand and official seal

Notary's Signature



ATTENTION NOTARY: Acknowledgment is optional in the State of Illinois. It is optional. It does not prevent the acknowledgment of this certificate to become a public record.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT.

Title of Instrument _____
Number of Pages _____ Date of Execution _____
Signer(s) Other Than Named Above _____

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specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.


23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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)]

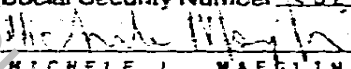
- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

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

Witnesses:



JOHN M. MAEGLIN (Seal)
Social Security Number 482-44-4236 -Borrower



MICHELE L. MAEGLIN (Seal)
Social Security Number 332-60-6285 -Borrower

Prepared By and When Recorded, Return To:

SOURCE ONE MORTGAGE SERVICES CORPORATION
3320 DATA DRIVE, SUITE 100
RANCHO CORDOVA, CA 95670

Social Security Number _____ (Seal)
-Borrower

Social Security Number _____ (Seal)
-Borrower

[Space Below This Line For Acknowledgement]

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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 access 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, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not 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.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date

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

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

18. Borrower's Right to Retain. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants, agreements, or obligations as Lender may incur in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (c) takes such action as Lender reasonably requires 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 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.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the transfer of the Property. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument. This and the provisions of this Security Instrument and the Note are declared to be severable.

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 the extent that any provision of this Security Instrument and the Note are declared to be severable.

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 designated 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.

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 in excess of the permitted limits shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the 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.

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 12. 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 and consent 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, amend, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification or acceleration 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 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 claim and made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not constitute a waiver of or preclude the exercise of any right or remedy.

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 access 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, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not 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.

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