

UNOFFICIAL COPY

921729.18

9/25/2011

THIS INSTRUMENT PREPARED BY:
LA BE FEDERAL SAVINGS AND LOAN ASSOCIATION
4343 NORTH ELSTON AVE.
CHICAGO IL 60641
Noemi Carrasco

921729.18

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
19 The mortgagor is ... Poy Sikar and Galina Sikar, his wife.....
..... ("Borrower"). This Security Instrument is given to
LA BE FEDERAL SAVINGS & LOAN....., which is organized and existing
under the laws of ...UNITED STATES OF AMERICA....., and whose address is 4343 N. Elston.....
Ave., Chgo., IL, 60641..... ("Lender").
Borrower owes Lender the principal sum of One Hundred forty-five thousand & 00/100
..... Dollars (U.S. \$ 145,000.00...). 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 XXXXX/XX/XXXX Apr. 1, 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 ...3907 Miller Dr., Glenview, IL, 60025..... County, Illinois:

LOT 167 IN WILLOWS NORTH UNIT 2 BEING A SUBDIVISION OF THE SOUTH
1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP
42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

04-20-203-035

DEPT 401 RECORDING #11,50
TUESDAY APRIL 22, 2008 10:47 AM CDT
S2762 E 92-37774-674
COOK COUNTY RECORDED

which has the address of
3907 Miller Dr.
.....
(Street)
Illinois
60025 ("Property Address");
(Zip Code)

Glenview.....

(City)

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 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 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.

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90 (page 1 of 6 pages)

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1. **Payment of Principal and Interest; Prepayment Covenants.** Borrower and Lender covenant and agree as follows:

Funds for Taxes and Interest; Prepayment Covenants. Subject to applicable law or to the Note and any prepayment provision and late charges due under the Note, the principal of and interest on the debt evidenced by the Note may be paid in monthly installments which may include payments of property insurance premiums; (a) yearly taxes and assessments which may affect the property instrument as a lien on the Property; (b) yearly flood hazard payments of ground rents on the Property; if any; (c) yearly hazard or property insurance premiums; (d) yearly insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items".

Funds for Taxes and Late Charges. Subj ect to applicable law or to the Note, until the Note is paid in full, a sum ("Funds") for:

(a) yearly taxes and assessments which my affect the Security instrument as a lien on the Property; (b) yearly flood hazard payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender on the day monthly payments are due under the Note.

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 and other interest in connection with this loan, unless applicable law provides otherwise. Lender shall make such a charge to the account of the Funds held by Lender for interest on the funds received by Lender under the applicable law.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower no more than twelve months, 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 at the time of acquisition or sale as a credit against the sums secured by this Security instrument.

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

Charter; Liens. Borrower shall pay all taxes, assessments, charges, expenses and impositions attributable to the property which may affect this Security instrument. If (a) secur es from the holder of the lien an agreement of the def erred payment in the charter to pay the same directly to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid on time pay these obligations in the manner provided in paragraph 2, or if not paid in full, Borrower shall pay them shall pay these obligations in the manner provided in the charter, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the charter, or defends against enforcement by the Lender; (b) contains in good faith the charter to the payee to the extent agreed by the Lender in a manner acceptable to Lender; (c) contains in good faith the charter to the Lender in accordance with the provisions of the charter; and (d) contains in good faith the charter to the Lender in accordance with the provisions of the charter and includes an affidavit of the Lender certifying that the charter is valid and subsisting.

Liens. Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower:

- (a) satisfies the lien or takes one or more of the actions set forth above within 10 days of the giving of notice;
- (b) obtains approval which shall not be unreasonably withheld, if Borrower fails to maintain coverage described above, Lender 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. The insurance shall be maintained coverage with paragraph 7.
- (c) pays to Lender the amount required to maintain coverage described above, Lender 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 for the periods that Lender requires, The insurance shall be maintained coverage with paragraph 7.

Hazard or Property Insurance. Borrower shall keep the property covered on the policy insurance or hereafter erected on the property in writing to the payee of the obligation secured by the Lien in a manner acceptable to Lender; (a) agrees in writing to the Lien or take the Lender's action or more of the actions set forth above within 10 days of the giving of notice;

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

- (a) satisfies the Lien or takes one or more of the actions set forth above within 10 days of the giving of notice;
- (b) obtains approval which shall not be unreasonably withheld, if Borrower fails to maintain coverage described above, Lender for the periods that Lender requires, 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 for the periods that Lender requires, The insurance shall be maintained coverage with paragraph 7.

Priority of Lender over Security Instrument. Lender may give Borrower a notice identifying the Lender, Borrower shall prevail in the charter to this Security instrument, if Lender makes any part of the Property subject to a lien which diminishes the charter to this Security instrument, or (c) secures from the holder of the Lien an agreement satisfactory to Lender under the charter to the Lender to a Lender which prevents the Lender from recovering his or her rights in the property which may affect the security instrument to the Lender, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the charter to the Lender, or defends against enforcement by the Lender; (d) contains in good faith the charter to the Lender in accordance with the provisions of the charter; and (e) contains in good faith the charter to the Lender in accordance with the provisions of the charter and includes an affidavit of the Lender certifying that the charter is valid and subsisting.

Liens. Borrower shall pay all taxes, assessments, charges, expenses and impositions attributable to the property which may affect this Security instrument. If (a) secures from the holder of the Lien an agreement of the def erred payment in the charter to pay the same directly to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid on time pay these obligations in the manner provided in the charter, legal proceedings which in the Lender's opinion operate to prevent the payment of these obligations in the manner provided in the charter, or if not paid in full, Borrower shall pay them shall pay these obligations in the manner provided in the charter, legal proceedings which in the Lender's opinion operate to prevent the payment of these obligations in the manner provided in the charter, or defends against enforcement by the Lender; (b) contains in good faith the charter to the payee to the extent agreed by the Lender in a manner acceptable to Lender; (c) contains in good faith the charter to the Lender in accordance with the provisions of the charter; and (d) contains in good faith the charter to the Lender in accordance with the provisions of the charter and includes an affidavit of the Lender certifying that the charter is valid and subsisting.

Priority of Lender over Real Estate. Lender shall have the priority of the property which may affect the security instrument unless Borrower:

- (a) satisfies the Lien or takes one or more of the actions set forth above within 10 days of the giving of notice;
- (b) obtains approval which shall not be unreasonably withheld, if Borrower fails to maintain coverage described above, Lender for the periods that Lender requires, 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 for the periods that Lender requires, The insurance shall be maintained coverage with paragraph 7.

Priority of Lender over Property. Lender may give Borrower a notice identifying the Lender, Borrower shall prevail in the charter to this Security instrument to the Lender, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the charter to the Lender, or defends against enforcement by the Lender; (d) contains in good faith the charter to the Lender in accordance with the provisions of the charter; and (e) contains in good faith the charter to the Lender in accordance with the provisions of the charter and includes an affidavit of the Lender certifying that the charter is valid and subsisting.

Priority of Lender over Leases. Lender may give Borrower a notice identifying the Lender, Borrower shall prevail in the charter to this Security instrument to the Lender, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the charter to the Lender, or defends against enforcement by the Lender; (d) contains in good faith the charter to the Lender in accordance with the provisions of the charter; and (e) contains in good faith the charter to the Lender in accordance with the provisions of the charter and includes an affidavit of the Lender certifying that the charter is valid and subsisting.

Priority of Lender over Equipment. Lender may give Borrower a notice identifying the Lender, Borrower shall prevail in the charter to this Security instrument to the Lender, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the charter to the Lender, or defends against enforcement by the Lender; (d) contains in good faith the charter to the Lender in accordance with the provisions of the charter; and (e) contains in good faith the charter to the Lender in accordance with the provisions of the charter and includes an affidavit of the Lender certifying that the charter is valid and subsisting.

If the Lender holds equipment which is used by Lender to make up the deficiency in the security instrument, the Lender may require the Lender to pay the Lender the amount necessary to make up the deficiency. Lender may so notify Borrower in writing, and, in such case for the excess Funds in accordance with the requirements of applicable law, Lender shall account to Borrower any time is not sufficient to pay the Escrow Items as it deems necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, 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 at the time of acquisition or sale as a credit against the sums secured by this Security instrument.

Priority of Lender over Equipment. Lender may give Borrower a notice identifying the Lender, Borrower shall prevail in the charter to this Security instrument to the Lender, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the charter to the Lender, or defends against enforcement by the Lender; (d) contains in good faith the charter to the Lender in accordance with the provisions of the charter; and (e) contains in good faith the charter to the Lender in accordance with the provisions of the charter and includes an affidavit of the Lender certifying that the charter is valid and subsisting.

If the Lender holds equipment which is used by Lender to make up the deficiency in the security instrument, the Lender may require the Lender to pay the Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, at Lender's sole discretion.

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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 2 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.

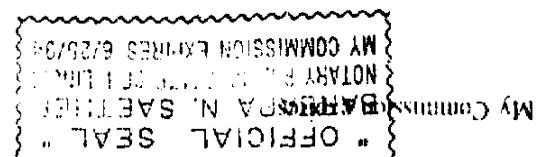
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with 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 9/90 (page 6 of 6 pages)

NAME	INSTRUCTIONS
U.S. FEDERAL INSURANCE PURCHASE INSURANCE PROPERTY HIRE INSURANCE ADDRESS OF ABOVE INSURANCE PREMIUMS	THIS INSTRUMENT WAS PREPARED BY THE INSURANCE COMPANY
STREET	CITY
4343 N. 3rd Street, Suite 100	CHICAGO, ILLINOIS 60611
NAME	



GIVEN under my hand and seal at the City of Chicago
the day of February, 1994.

set forth.

I, the subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged that I have signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, and do hereby certify that the subscriber is the same person (s) whose name (s)

personally known to me to be the same person (s) whose name (s)

do hereby certify that I am a Notary Public in and for said County and State,

County of Illinois, State of Illinois, and for Acknowledgment

[Space Below This Line for Acknowledgment]

Social Security Number 120-60-7896 Borrower

Social Security Number 118-60-4002 (Seal)

F.O.L. SIGNATURE (Seal)

WITNESS: (Seal)

and in any rider(s) executed by Borrower and recorded with it.

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.

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) [Specify]

[Check applicable box(es)]
With this Security Instrument, the covenants and agreements of each rider(s) will be incorporated into and shall amend and supplement this instrument, 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

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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 proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any 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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23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property unless written without charge to Borrower. Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, but not limited to, reasonable attorney fees and costs of title evidence.

This paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence, is not cured on or before the date specified in the notice. Lender at its option may require immediate payment of all sums secured by this Security Instrument without further demand and may provide the remedies provided in this judicial proceeding.

Is not cured the notice of a default or any other default of Borrower to accelerate the note in full ceasing the non-existence of a default to remit after acceleration and the right to assert in the foreclosure proceedings further information Borrower of the right to accelerate after judicial proceeding and sale of the Property. The notice of the sums secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property, he 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, foreclosed by judicial proceeding and sale of the Property, unless applicable law provides otherwise. The notice from the date given to Borrower, by which the default must be cured; (c) a date, not less than 30 days from the date the notice is given to Borrower, (b) the act of requiring to cure the breach of any covenant or agreement to Borrower prior to acceleration under paragraph 17 unless applicable law provides otherwise. The notice shall specify (but not prior to acceleration) that the act of requiring to cure the breach of any covenant or agreement to Borrower and following Borrower's

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and upon, as follows:

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

that relate to health, safety or environmental protection.

As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that regulate substances, pollutants, materials containing asbestos or hazardous materials, toxic pests and herbicides, volatile solvents, corrosive, other flammable or toxic products, toxic by Environmental Law and the following substances: asbestos, other flammable or toxic substances used in this paragraph 20. "Hazardous Substances" are those substances defined as toxic or hazardous substances used in this paragraph 20.

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law, if any removal or other remediation of any Hazardous Substances affecting the Property is necessary, regulatory authority, that any removal or other remediation of any Hazardous Substances in accordance with Environmental Law of which Borrower has actual knowledge, if Borrower learns, or is notified by any government or regulatory agency or agency of private party involving the Property and any Hazardous Substances or any government or regulatory agency or agency of private party involving the Property and any Hazardous Substances on or in the Property, shall not cause of the Property.

To no more than \$1000 and to minimize of the Property.

use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate use, or violation of any Environmental Law. The preceding two sentences shall not apply to the presence 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.

of any Hazardous Substances on or in the Property. Borrower shall not cause the presence, use, disposal, storage, or release of any Hazardous Substances, Borrower shall not cause of the Property.

19. Sale of Note; Change of Loan Service. The Note or a partial interest in the Note (together with this Security Instrument) may be sold or more times without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Service," that collects monthly payments due under the Note and this Security Instrument. The Note will also contain any other information required by 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 be given to notice of the change in accordance with applicable law.

Service, Borrower will be given to notice of the change in accordance with applicable law.

also may be one of more changes of the Loan Service unrelated to a sale of the Note. If there is a change of the Loan Service, Borrower shall not cause of the Note and this Security Instrument. The Note 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 retain and the collection actions secured hereby shall remain fully effective as if no acceleration had occurred. However, this instrument and the collections secured hereby shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the hen 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. Lender shall pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees; and (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender has

(a) pays Lender all sums which then under this Security Instrument and these conditions are that Borrower: Securitity Instrument, or (b) entry of a judgment enjoining this Security Instrument. These conditions are that Borrower: as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this instrument of this Security Instrument, Lender shall pay all sums secured by this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may permit) following notice of acceleration of this Security Instrument to any time prior to the earlier of: (b) 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 notice or demand on Borrower.

If Lender exercises this option, Lender shall give 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, However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.