

UNOFFICIAL COPY

THIS INSTRUMENT IS SUBJECT TO THE MORTGAGE AND DEED OF TRUST AGREEMENT...
THE PROPERTY IS DESCRIBED AS FOLLOWS: [REVERSED]
PROPERTY OF COVINTA... [REVERSED]
APPOINTMENT... [REVERSED]

4770 AMBER CIRCLE
HOFFMAN ESTATES
60195

02-19-111-020
02-19-111-011

Property of Cook County Clerk's Office
-91-01812

LOT 116 IN PART OF SUBDIVISION HEARLYSTONE UNIT 1, THE VILLAGE
OF HOFFMAN ESTATES COOK COUNTY, ILLINOIS, LOCATED IN PART OF THE
WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH,
RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

DEED D.S. 100,000.00
ONE HUNDRED THOUSAND AND NO/100

MORTGAGE
0057476603
THE TERMS OF THIS LOAN
CONTAIN PROVISIONS WHICH WILL PREPARE A BALLOON PAYMENT AT MATURITY.
THIS MORTGAGE IS SUBJECT TO THE MORTGAGE AND DEED OF TRUST AGREEMENT
1990... [REVERSED]

92238341

91016312

92238341

9 1 0 1 0 3

11848594 [REVERSED]

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UNIFORM COVENANTS, Conditions and Terms of Mortgage Loans

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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the 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 payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard 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 for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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 19 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. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** 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 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.

91018312
14052870

UNOFFICIAL COPY (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 20TH day of DECEMBER 1990 and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to METROPOLITAN FINANCIAL MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at 4770 AMBER CIRCLE HOFFMAN ESTATES, ILLINOIS 60195

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

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

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of JANUARY 1 2021 (the "New Maturity Date") and with an interest rate equal to the "New Loan Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinance Option"). If these conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate, or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinance Option, certain conditions must be met as of the Note Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Note Maturity Date; (3) there are no liens, defects, or encumbrances against the Property or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable arising after the Security Instrument was recorded); (4) the New Loan Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW LOAN RATE

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

4. CALCULATING THE NEW PAYMENT AMOUNT

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

5. EXERCISING THE CONDITIONAL REFINANCE OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Note Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinance Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinance Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinance Option by notifying the Note Holder no earlier than 60 calendar days and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will calculate the fixed New Loan Rate based upon the Federal Home Loan Mortgage Corporation's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Note Maturity Date, the Note Holder will advise me of the new interest rate (the New Loan Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the Conditional Refinance Option, including but not limited to the cost of updating the title insurance policy.

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Balloon Rider.

IRENE M. ONESTO

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Sign Original Only)

9101-916
1105-2201

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Property of Cook County Clerk's Office

92225341

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER (made this 20 day of December 1990) and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

Metropolitan Financial Mortgage Corporation

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at

4770 Ardor Circle, Hoffman Estates, Illinois 60195

Illinois, USA

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration") the Property is a part of a planned unit development known as

Great Lakes Homeowners Association

(the "PUD") The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the use, benefits and proceeds of Borrower's interest

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower will perform all of Borrower's obligations under the PUD Constituent Documents. The "Constituent Documents" are the Declaration, articles of incorporation, trust instrument or any equivalent document which creates the Owners Association, and any covenants, conditions or restrictions of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains with a financially acceptable insurance carrier a master or blanket policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including the perils and hazards included and excluded in the terms of standard coverage, then Lender waives the provisions in Custom Coverage (1) for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance of the Property, and

(2) the Borrower's obligation under Custom Coverage (2) for minimum hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of a total or partial repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower which he/she is entitled to shall be paid to Lender. Lender shall apply the proceeds to the same amount of the security instrument with any amount paid to Borrower.

C. Public Liability Insurance. Borrower will take such action as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy in the amount and extent of coverage required by Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the same amount secured by the Security Instrument as provided in Custom Coverage (1) and (2).

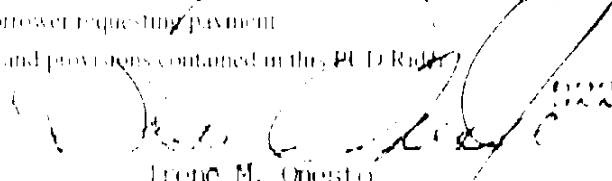
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property, or consent to

(1) the abandonment or termination of the PUD, or (2) the abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

(3) any amendment to any provision of the Constituent Documents, if the provision is for the benefit of Lender, (4) our termination of professional management and assumption of self management of the Owners Association, or (5) any other action which would have the effect of reducing the public liability insurance coverage provided by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.


FRED M. ORUSTO
(Seal) Borrower

(Seal) Borrower

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If the Borrower is not a resident of the State of Illinois, the Lender shall pay the premium required to maintain the insurance policy and the Borrower shall pay the premium for the insurance maintained in compliance with Borrower's and Lender's obligations as applicable.

8. **Inspection.** Lender or its agent may, and shall, at the expense of the Borrower, inspect the Property. Lender shall give Borrower not less than ten (10) days' notice in writing of any such inspection.

9. **Condemnation.** The purpose of any award or payment made by a governmental entity or other party, and any condemnation or other taking of any part of the Property, shall be deemed to constitute a total taking, and shall be paid to Lender.

In the event of a total taking of the Property, the provisions of this Security Instrument shall be applied to the proceeds received by the Security Instrument, which shall be held in trust for the benefit of Borrower. In the event of a partial taking of the Property, and the Borrower and Lender shall agree in writing to the amount of the proceeds of the taking, the amount of the proceeds shall be reduced by the amount of the proceeds of the taking, and the balance of the proceeds shall be paid immediately to the Borrower. If the amount of the proceeds of the taking is not agreed to by the Borrower and Lender, the balance shall be paid to Borrower.

If the Property is not owned by the Borrower, the Lender shall require the Borrower to make an award of the full amount of any award made to the Borrower and to respond to Lender within 30 days after the date the award is made. If the award is not made or if the award is not made in full, the Lender shall have the right to take possession of the Property, and the Lender shall be deemed to have taken possession of the Property.

Unless Lender or Borrower agrees in writing to the contrary, the principal balance of the loan shall not be reduced or postponed by the effect of the monthly payments referred to in paragraph 4. The amount of such payments shall be the amount of the monthly payments referred to in paragraph 4.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Lender's release of the Borrower from the obligation to make payments or modification of amortization of the loan shall not constitute a release of the Lender or any successor in interest of Borrower. Lender shall not be required to commence proceedings to enforce the loan agreement or to foreclose on the Property or to accept a partial payment or modification of the loan agreement. Any forbearance by Lender shall not constitute a release of the loan agreement or a waiver of or preclude the exercise of any of the rights of Lender.

11. **Successors and Assigns Bound; Joint and Several Liability; Cosigners.** The obligations and agreement of the Security Instrument shall bind the Borrower, the Lender, and any other person who is a party to the Security Instrument. The obligations of the Security Instrument shall be joint and several obligations of the Borrower, the Lender, and any other person who is a party to the Security Instrument. The obligations of the Security Instrument shall be joint and several obligations of the Borrower, the Lender, and any other person who is a party to the Security Instrument. The obligations of the Security Instrument shall be joint and several obligations of the Borrower, the Lender, and any other person who is a party to the Security Instrument.

12. **Loan Charges.** The Lender shall charge to the Borrower a fee for the loan, which shall be a percentage of the maximum loan amount, and the Lender shall charge to the Borrower a fee for the loan, which shall be a percentage of the maximum loan amount. The Lender shall charge to the Borrower a fee for the loan, which shall be a percentage of the maximum loan amount. The Lender shall charge to the Borrower a fee for the loan, which shall be a percentage of the maximum loan amount.

13. **Legislation Affecting Lender's Rights.** If any law, statute, ordinance, regulation, or rule of any governmental entity, including the State of Illinois, is enacted after the date of the Security Instrument, which shall have the effect of rendering any provision of the Security Instrument unenforceable, the Lender shall be deemed to have waived its rights under the Security Instrument to the extent that the provision is unenforceable.

14. **Notices.** Any notice to the Borrower provided for in the Security Instrument shall be given by delivery in person or by mail to the Borrower at the address set forth in the Security Instrument. Any notice to Lender shall be given by first class mail to the Lender at the address set forth in the Security Instrument. Any notice provided for in the Security Instrument shall be deemed to have been given to the Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by the law of the State of Illinois, and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note shall be held to be unenforceable, the entire Security Instrument shall nevertheless remain enforceable in all other respects.

16. **Borrower's Copy.** Borrower shall be given one copy of the Note and of the Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest therein is sold or transferred for a beneficial interest to the Borrower, the Lender, or any other person, the Lender shall be notified in writing of such transfer, and the Lender shall be deemed to have been notified of such transfer if the Lender is notified in writing of such transfer by the Borrower.

If Lender exercises this option, Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered to the Borrower, during which the Borrower may pay all sums secured by this Security Instrument. If the Borrower fails to pay the sums secured by this Security Instrument within the period, Lender may, in its discretion, be deemed to have exercised this option.

18. **Borrower's Right to Reinstate.** If Borrower is in default under the Security Instrument, Borrower shall have the right to have enforcement of the Security Instrument reinstated by the Borrower, provided that the Borrower pays all sums secured by the Security Instrument and the Lender is notified in writing of such payment. The right to reinstate shall be exercisable only if the Borrower pays all sums secured by the Security Instrument and the Lender is notified in writing of such payment. The right to reinstate shall be exercisable only if the Borrower pays all sums secured by the Security Instrument and the Lender is notified in writing of such payment.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

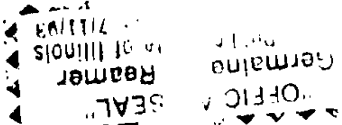
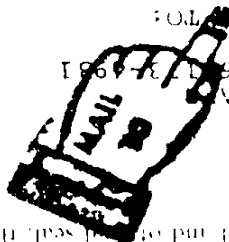
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9/22/2011

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METROPOLITAN FINANCIAL
MORTGAGE CORPORATION
1000 E. WOODFIELD ROAD
SCHAMBERG, ILLINOIS 60133

PREPARED BY:
MARGARET A. BIELA
SCHAMBERG, IL 60133-4981
RECORD AND RETURN TO:



Given under my hand and official seal, this _____ day of _____, 19____

My commission expires _____

signed and delivered the said instrument as _____ HTS/HER _____ free and voluntarily act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ he / SHE

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

do hereby certify that IRENE M. ONESTO, SINGLE PERSON NEVER MARRIED

_____ a Society Public in and for _____ county and state

STATE OF ILLINOIS _____ county ss: _____

(Space Below This Line For Acknowledgment)

Borrower (Seal)
Borrower (Seal)
Borrower (Seal)
Borrower (Seal)

IRENE M. ONESTO

BY SIGNING BELOW, Borrower, accept and agree to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it

XX Other (specify BALLOON RIDER

Graduated Payment Rider
3- Planned Am. Development Rider

Adjustable Rate Rider
1- 4 Family Rider
Government Rider

(Check applicable boxes)

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.

23. 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.

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

21. Release: Payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

20. Lender in Possession: Upon acceleration under paragraph 17 or abandonment of the Property and at any time prior to the expiration of any period of redemption, following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All sums collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

19. Acceleration: Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise, the notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender 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, but not limited to, reasonable attorney's fees and costs of title evidence.

18. Acceleration: Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise, the notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender 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, but not limited to, reasonable attorney's fees and costs of title evidence.

17. Acceleration: Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise, the notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender 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, but not limited to, reasonable attorney's fees and costs of title evidence.

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