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PHEOFRICK, MD 21701

COMMITMEN

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THE PRODUCTION HOME MOREGAUS COMPANY INC. DOCUMENT MANAGEMENT
OF BOX (180)

THE PHILDER FIAL HOME MONTOASE COLPANY. 1940 HEW HORIZON WAY
FREDERICK, MD 21/01

DEPT-01 RECORDING 433.50 T06666 TRAN 4374 06/07/93 13134100 +0407 + *-'93-428148

COOK COUNTY RECORDER

(Space Above This Line for Recording Data)-

MORTGAGE

53428148

HIS MORTGACE ('Security Instrument') is given on
he mortgagor is 17.53 M. MEYARRA AND ROCONRO NEVAINA, HID WIFE
Barrawer'). This Security is strainent is given to a management of the management and an amount of the management
THE PHURANTIAL HOME STATERAGE COMPANY. INC.
isting under the faws of
[sender') Horrower owes Lunder the principal som of
offers (U.S. S 79,999.99
strament ("Note"), which provides for months payments, with the full debt, it not puid earlier, due and payable on
sto, with interest, and all renowals, extensions and modifications of the Note; (b) the payment of all other sums, with interest,
leanced under paragraph 7 to protect the security or his Society Instrument; and (c) the performance of Horrower's
evenants and agreements under this Society Instrument and the Note. For this purpose, Borrower does hereby mortgage, and and convey to 1 ender the following described property in \$1.5 in

LEGAL DESCRIPTION IS ATTACHED HERETO AS SCHEDULS 'A ANI) MADE A PART HEREOF

LOT 92 IN RELIEFAL FORE ADDITION, HEINE A SUBDIVISION OF THAT PART OF THE NORTH AST 124 OF THE SUBTREAST 124 OF SECTION 29, LOWISHELD 40 NORTH, HANGE 12, EAST OF THE OFTA PRINCIPAL DESTRUCTOR SUBTREAST SOUTH OF A LINE WHICH IS 215.7, LEFT SOUTH OF , MEASURED AT RIGHT ANGLES TO THE SOUTH L.NO. OF GRAND AVENUE, IN CODE CRUNTY, ALL INDIA.

93428148

which has the address of 1932. BIOHAN	AVRHUR (Biree)
EHOMKLIN PANK (City)	

FOGETHER WITH all the improvements now or hereafter erected on the property, and all essements, appurtenances, said fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully selved of the cetate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencombared, 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.

FORM 3014 | 08/80 (Page 1 of 8 Pages) EC813L Rev 10/11/81

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

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

- I. 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 I coder, florrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ('I unde') for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leaushold 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 florrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called 'Facrow Items.' Lender may, at any time, collect and hold I unds in an amount not to exceed the maximum amount a lender for a federally related mortgage four may require for Borrower's escrow account under the federal Reat Estate Settlement. Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ('RLSPA'), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold I unds in an amount not to exceed the fesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of sepanditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held to an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any frederal Home Loan Bank. Lender shall apply the funds to pay the I scrow Items. Lender may not charge Brogower for holding and applying the funds, annually analyzing the escrew account, or verifying the Escrow Items, unless I wise pays Horrower interest on the funds and applicable law permits I ender 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, Londer shall not be required to pay Horrower any interest or earnings on the I unds. Horrower and Lender may agree in writing, ho vever that interest shall be paid on the I ands. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the I unds and the purpose for which each dabit to the Funds was made. The Funds are piedged as sudditional security for all soms secured by this Escurity Instrument

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, I ender shall account to Horrower for the excess. Funds in accordance with the requirements of applicable law. If the amount of the Funds held by I ender at any time is not sufficient to pay the Escrow Items when due, Lender rays so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Sorrower 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, Leruer shall promptly refund to Borrower any Lunds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquireton or sale of the Property, shall apply any Funds held by Lender at the time of acquisition of the acquiret 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 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
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions subtitutable to the Property which may attain priority over this Security Instrument, and less should 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 iterrower: (1) 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 (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 hen or take one of more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the Improvements now existing or 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 amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to I ender's approved

which shall not be inacaronably withheld. If Borrower lads to insintain coverage described above, Lender may, at Lender s option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Londer 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, I ender 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 datasged, it his restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically tensible or Lender's security would be bessened, the insurance proceeds shall be applied to the same secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If flortower abandons the Property, or does not answer within 10 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 same secured by his Security Instrument, whether or not then due. The 10-day period will begin when the notice is given.

Unless Leader via Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the doe date of the mountary payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the 15 operty is acquired by Leader, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Leader 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 occup, 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 Horrower's principal residence for at least one year after the date of occupancy univer 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 defectorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or civiliant, is began that in Lender's good faith Judgment could result in forfeiture of the Property or otherwise materially appair the lien created by this Socurity 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 rating that, in Lender's good faith determination, precludes forfelture 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 Herrower, during the loss application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material biformation) in connection with the four evidenced by the Note, including, but not limited to, representations concerning Borrover's occupancy of the Property as a principal residence. If this Security Instrument is on a locashold, Horrower shall comply wan all the provisions of the isase. 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 condensations, the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws a regulations), then I ender 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 tien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender way, take action under this paragraph 7, 5 ender does not have to do so.

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

M. Mortgage Insurance, if Lender required mortgage insurance as a condition of making the four secured by this Security Instrument, Borrower chall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or causes to be in effect, Horrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, for an alternate mortgage insurance allowers approved by Lender. If substantially equivalent mortgage insurance previously in eliect, from an alternate mortgage insurance 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. I ender will accept, use and retain these payments as a loss reserve in tiss of mortgage insurance. Loss reserve payments may no longer be required, at the option of Londer, if mortgage insurance coverage (in the amount and for the period that I ender 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.

- 9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property 1 ender 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 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, divided by (b) the fair market value of the Property in which the fair market value, 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 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 at an loned 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 Londer within 30 days after the date the notice is given, Lender is authorized to edies, and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security I is rument, 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; Forbearrace 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. I ender shall not be required to commence proceedings against any more stor 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 Lenser 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 Lability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and artigua 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 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 Parrower 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 a cess my to seduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be reduced 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 at without any propayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by moding it by first class insil 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 I ender shall be given by first class must to Lender's address stated herein or any other address Lender designates by notice to florrower. 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 purisdiction 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, Burrower shall be given one conformed copy of the Note and of this Recurity 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 said or transferred (or if a beneficial interest in Borrower is said 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 rums secured by this Security Instrument. However, this option shall not be exercised by Lander if examine is prohibited by lederal law as of the date of this Security Instrument.

If Leader exercises this option, Leader shall give horrower notice of acceleration. The notice shall provide a period of not less than III mays from the daily the notice is delivered or mailed within which florrower must pay all sums secured by this Security Instrument. If horrower fails to pay these sums prior to the expiration of this period, Leader may layoke any remedies permitted by this Security Instrument without faither notice or dominad on florrower.

- 18. Horrower's Right to Religible. 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 translatement) before sale of the Property possional to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Phase conditions are that horrower; (a) pays Lender of same which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures or, default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument including, but not limited to, reasonable attorneys fees; and (d) takes such action as Lender may reasonably require to assure that the field of this Security Instrument, Lender's rights in the Property and floorower's obligation to pay the same secured by this Security Instrument shall continue unchanged. Upon religitationent by Borrower, this Security Instrument and the obligations secured he continue unchanged of the officency as if no acceleration had occurred. However, this right to relustate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change at Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or nure times without prior notice to florrower. 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, itorrower 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.
- 20. Hazardous Substances. Borrower shall not one of 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 finvironmental Law. The preceding two contences 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.

Botrower shall promptly give Lender written notice of any investly Con, claim, demand, lawshit or other action by any governmental or regulatory agency or private party involving the Propers' and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Lays.

As used in this paragraph 20, 'Hazardous Substances' are those substances defined a roxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volable solvents, materials containing asbestos or formaldehyde, and ratioactive materials. As used in this paragraph 20, 'Environmental Law' means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Horrower prior to acceleration following Horrower'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 Horrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Horrower 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 Horrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, I sader 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.

	e. Upon payment of all sums secure to florrower. Borrower shall p		by this Security Instrument, I ende	r shini	Exclose this Society Testaument			
23. Walver of Homesfead. Roccower walves all right of homestend excention in the Property								
24. Riders to this Security Instrument. If one or more ciders 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(cs)]								
	Adjustable Rate Rider		Condominium Rider	[]	1.4.1 anily Rider			
	Graduated Payment Rider		Planned Unit Development Rider		Biweekly Paymoni Rulei			
	Pallo in Rider		Rate Improvement Rider		Second Home Rider			
	Other a) specify]							
	NG BELOW derrower accepts as executed by Borrov or and record		rees to the terms and covenants cout th it.	niued	in this Security Instrument and In-			
Witnesses:	9							
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