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NM-6R(1L) 181061.01

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) consents 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 to pay to Lender a sum sufficient to satisfy the lien in full, plus interest at the rate of 12% per annum, plus costs and expenses of collection, including attorney's fees.

In the event of the sale of the property securing this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take other action as set forth above within 10 days of the giving of notice.

4. **Chargess; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attachable 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 directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

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.

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 Lender.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

applicable law requires interest to be paid, Lender shall do as required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing debts to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

The Funds shall be held in a institution whose deposits are insured by a federal agency, insurmountability, or only including Leader, if Leader is such as institution) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the Escrow Items, Leader may not charge Buyer for holding and applying the Funds, usually назначившие the escrow account, or verifying the Escrow Items, unless Leader pays power interest on the Funds and applicable law permits Leader to make such a charge. However, Leader may require Buyer to pay a one-time charge for an independent real estate tax reporting service used by Leader in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or

Section 11 *Name or otherwise in accordance with applicable law.*

Under our leasehold pyramid, payables are due under the terms, until the term, or (a) years, or (b) years, or
and assessments which may accrue priority over this Security Instrument as a lien on the Property; (b) yearly leasehold pyramids
or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,
if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with
the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Borrower Items".
Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally
related mortgage loan may require for Borrower's security account under the Federal Home Settlement Procedures Act of
1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("FHSBA"), unless another law shall apply to the Funds
sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.
Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future
payments due on the Security Instrument.

principal of and interest on the debt evidenced by the Note and any preparation and late charges due under the Note.

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

This section is intended to give you an understanding of the types of property covered by your insurance policy.

BORROWER COVENANTS that Borrower is lawfully seized of the entire hereby conveyed and has the right to mortgage, sell or otherwise dispose of the foregoing in any manner as the Lender may require.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtelements, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security.

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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 Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 21 of this Security Instrument. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by ceasing 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, or the time agreed upon by Lender and Borrower, or being 30 days after giving notice of a default against the property.

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

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

to be severable.

Given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be disregarded. In which the Property is located, in the event that any provision of clause of this Security Instrument or the Note which can be disregarded.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the State in which it is located. Any notice to Lender or Borrower or Lender when given as provided for in this paragraph.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing prepayment charge under this Note.

Borrower. Lender may choose to make this refund by reducing the principal owed under this 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 to the permitted limit; and (b) any sums already collected from Borrower which exceed principal permitted, limits will be reduced to loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument: (c) 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

Instrument but does not execute this Note: (a) is co-signing this Security Instrument only to mortgage, grants and conveys that Paraphraph 17. Borrower's successors and assigns of Lender and Borrower, subject to co-signs this Security

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

successors in interest. Any forfeiture by Lender in exercising any right of remedy shall not be a waiver of or preclude the exercise of any right of remedy.

of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's commencement proceedings against any successor in interest, or refuse to extend time for payment or otherwise modify amortization not operate to release the liability of the original Borrower in interest. Lender shall not be required to amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Forfeiture Note & Waiver. Extension of the time for payment of such payment. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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.

If the Property is sold by Borrower, or if, after notice by Lender to Borrower that the date the condominium offer 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, be applied to the sums secured by this Security Instrument whether or not the sums are then due.

unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the taking, unless Borrower and Lender otherwise agree in writing or unless the taking is less than the amount of the Property in which the fair market value of the Property immediately before the taking is less than the amount of a partial taking of the Property in which the fair

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 sums secured immediately before the taking, divided by (b) the fair market value of the Property 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

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 applied to the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be paid to Lender.

16. Condemnation. The proceeds of any award of 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.

17. Insurance and in accordance with any written agreement between Borrower and Lender or applicable law, the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay premiums may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default or 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 lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous 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 Law.

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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

Form 3014-9100

Initials:

X
JW
XCB

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NOTARY PUBLIC, STATE OF ILLINOIS "OFFICIAL SEAL"	MY COMMISSION EXPIRES 5/23/97
BARRA L. RAPP	Form 301A 9/90
NOTARY PUBLIC, STATE OF ILLINOIS "OFFICIAL SEAL"	

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ERFLI 9106101

This instrument was prepared by: DEBRA CAMPBELL

My Commission Expires: 5/23/97

Given under my hand and official seal, this 16th day of November, 1993.
Witnessed and delivered the said instrument at THEIR free and voluntary act, for the uses and purposes herein set forth,
and subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
personally known to me to be the same persons(s) whose names(

ROBERT D. GASPARAS and ANDREW A. GASPARAS, HUSBAND AND WIFE

I, The undersigned

, Notary Public in and for said county and state do hereby certify

COOK County ss:

Borrower
(Seal)

Borrower
(Seal)

ANDREW A. GASPARAS, HUSBAND AND WIFE Borrower
(Seal)

ROBERT D. GASPARAS Borrower
(Seal)

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

Witnesses:

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]
- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Biweekly Payment Rider I-A Unit Rider
 Rate Improvement Rider Second Home Rider Other(s) [Specify]
 V.A. Rider
 Balloon Rider
 Adjustable Payment Rider
 Condominium Rider
 Biweekly Payment Rider
 Rate Improvement Rider
 Second Home Rider
 Other(s) [Specify]

RECORD AND RETURN TO:
G.E. CAPITAL MORTGAGE SERVICES, INC.
8000 MILITANTIC DRIVE
MILFORD, NEW JERSEY 08054

