

# UNOFFICIAL COPY

MAIL TO:

93265014

ILLIANA FEDERAL CREDIT UNION  
1800 Huntington Drive  
P.O. Box 1249  
Calumet City, Illinois 60409

DEPT-01 RECEIVING 155.00  
TW8888 TRAN 4043 04/12/93 10 53:00  
#7571 # 93-265014  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 31, 1993  
The mortgagor is Joseph A. Fiore and Karen E. Fiore, His Wife, in Joint Tenancy

("Borrower"). This Security Instrument is given to

Illiana Federal Credit Union  
which is organized and existing under the laws of the United States, and whose address is  
1600 Huntington Dr., Calumet City, IL 60409

("Lender"). Borrower owes Lender the principal sum of  
Ten Thousand-----and-----00/100-----  
Dollar (U.S. \$ 10,000.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 6, 1998. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

Cook County, Illinois:

Lot 4 in Bolsoni Subdivision of the South 360 feet of the West 120 feet of the East 10 rods of the West 1/2 of the Northeast 1/4 of Section 7, Township 36 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, (except that part taken for West 147th Street).

PIN: 28-07-200-031

93265014

which has the address of 14617 S. 66th Court  
[Street] Oak Forest  
Illinois 60452 ("Property Address");  
[Zip Code]

33-50  
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Form B1-OW (Rev. 06/01)

This instrument was prepared by  
G. Scott  
Illiana Federal Credit Union  
1-00 Huntington Dr.  
Morton, IL 60409

Property of Cook County Clerk's Office

*Joseph A. Florio*  
Joseph A. Florio  
Social Security Number 346-56-4649  
Borrower (Seal)

25. SECOND MORTGAGE STATUS: See language below: Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and to any riders executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Others (Specify)
- Condominium Rider
- Planned Unit Development Rider
- Kate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with the 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 boxes)

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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 boxes]

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

25. **SECOND MORTGAGE STATUS:** See Language Below:  
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:

*Joseph A. Fiore* (Seal)  
Joseph A. Fiore Borrower  
Social Security Number 346-56-4649

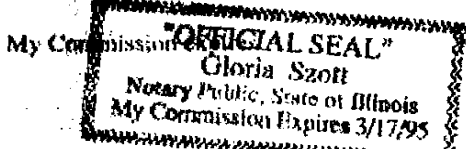
*Karen E. Fiore* (Seal)  
Karen E. Fiore Borrower  
Social Security Number 327-58-6916

STATE OF ILLINOIS, Cook County ss:

I, Gloria Szott, a Notary Public in and for said county and state,

do hereby certify that Joseph A. Fiore and Karen E. Fiore, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31st day of March, 1993



*Gloria Szott*  
Notary Public

25. **Second Mortgage Status.** The lien of this mortgage is subject and subordinate to the lien of that certain mortgage in favor of Chesterfield Federal Savings and Loan Association of Chicago, dated 8/4/92 and recorded 8/11/92 in the amount of \$95,000.00 as Document Number 92592976. Herein referred to as "First Mortgage"

Any and all defaults under the First Mortgage shall be deemed an Event of Default and shall entitle Mortgagee to exercise any and all rights which they may have hereunder including but not limited to the acceleration of the indebtedness hereby secured. In the event the Mortgagee shall cure a default by the Mortgagor under the First Mortgage, any amount so advanced by Mortgagee shall be due and payable by Mortgagor, on demand, with interest at the rate of 2% over the prime rate as established from time to time by the Continental Illinois National Bank and Trust Company of Chicago and shall be considered as indebtedness secured hereunder. Notwithstanding anything herein to the contrary, Mortgagee shall not be obligated to cure a default by Mortgagor and in the event Mortgagee shall cure a default, Mortgagee shall not be obligated to cure subsequent defaults. For purposes of this paragraph, a default shall be deemed to include any act or event which the Mortgage defines as a default.

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Form 3014 790 (page 1 of 2 pages)  
Federal Land Bank Business Form, No. 3014

ILLINOIS Single Family - Freddie Mac INFORMATIONAL MEET

which has the address of 14617 S. 66th Court  
Illinois 60452  
("Property Address") (ZIP Code)

Oak Forest  
Illinois

93265014

FIN: 28-07-200-031

lot 4 in Kolson Subdivision of the South 360 feet of the West 120 feet of the East 10 rods of the West 1/2 of the Northeast 1/4 of Section 7, Township 36 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, (except that part taken for West 147th Street).

enclosed, grant and convey to Lender the following described property located in Cook County, Illinois:  
Borrower's covenants and agreements under this Security Instrument and the Note, for this purpose, Borrower does hereby  
extended by the Note, with interest, and all renewals, extensions and modifications of the Note, to the payment of all other  
instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on  
April 6, 1998.  
Borrower's \$10,000.00  
This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on  
April 6, 1998.  
This Security Instrument covers to Lender, for the repayment of the debt  
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This Security Instrument covers to Lender, for the repayment of the debt  
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This debt is evidenced by Borrower's note dated the same date as this Security  
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April 6, 1998.  
This Security Instrument covers to Lender, for the repayment of the principal sum of  
Ten Thousand  
and  
00/100

Illiana Federal Credit Union  
which is organized and existing under the laws of the United States  
1600 Huntington Dr., Calumet City, IL 60409  
and whose address is

THIS MORTGAGE ("Security Instrument") is given on March 31, 1993  
by Joseph A. Fiore and Karen E. Fiore, his wife, in joint tenancy

## MORTGAGE

[Space Above This Line For Recording Data]

DEPT-01 RECORDING 333 00  
#0888 FROM 04/12/93 TO 03 00  
#7571 # 93-265014  
COOK COUNTY #0888

ILLIANA FEDERAL CREDIT UNION  
1600 HUNTINGTON DR  
CALUMET CITY, ILLINOIS 60409

93265014

MAIL TO:

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants 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.

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periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be 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 causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

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and the amount of the Security Instrument determined at any time prior to the earlier of: (a) 3 days after such other period as provided in paragraph 18. Borrower's Right to Reinstatement. If Borrower or investor ceases to have the right to have the Security Instrument reinstated by the Security Instrument without further notice or demand on Borrower.

16. Borrower's Copy. Borrower shall be given one completed copy of the Note and of this Security Instrument. If Lender or servicer, in its option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 30 days for the Security Instrument. If, except this option shall not be exercised by Lender if exercise is prohibited by Federal law, as to the Security Instrument, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in the Property is transferred, the transferee shall be bound by the terms of this Security Instrument and the Note and the provisions of this Security Instrument, and the Note and the provisions of this Security Instrument shall not affect other provisions of this Security Instrument or the Note which can be enforced against the transferee.

18. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the State in which the Property is located. In the event that any provision 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 enforced against the transferee.

19. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail with return receipt requested to the address designated by Borrower in the Note and in the Security Instrument. If the address designated by Borrower in the Note and in the Security Instrument is not a residential address, then the notice shall be given by first class mail to the address designated by Borrower in the Note and in the Security Instrument. Any notice provided for in the Security Instrument shall be deemed to have been given to Borrower if it is mailed to the address designated in the Note and in the Security Instrument.

20. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is applied to the loan, the interest on the loan shall be reduced to the maximum permitted by that law. If the law which sets maximum loan charges is not applied to the loan, the interest on the loan shall be the interest on the loan as set forth in the Note and in the Security Instrument. If the law which sets maximum loan charges is applied to the loan, the interest on the loan shall be the interest on the loan as set forth in the Note and in the Security Instrument.

21. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument. The covenants and agreements of this Security Instrument shall not be a covenant in favor of Borrower or Borrower's successors in interest. Any foreclosure by Lender in connection with this Security Instrument shall not be a foreclosure in favor of Borrower or Borrower's successors in interest.

22. Borrower Not Released; Forbearance. Forbearance by Lender Not a Waiver. Forbearance of the time for payment or non-payment of the sums secured by this Security Instrument shall not constitute a release of the sums secured by this Security Instrument. Forbearance by Lender in connection with this Security Instrument shall not constitute a release of the sums secured by this Security Instrument.

23. Borrower's Right to Prepay. Borrower shall have the right to prepay the sums secured by this Security Instrument at any time and from time to time without penalty. If the Note and this Security Instrument provide for a prepayment penalty, the prepayment penalty shall be the lesser of the amount of the prepayment penalty provided for in the Note and this Security Instrument and the amount of the prepayment penalty provided for in the Note and this Security Instrument.

24. Borrower's Right to Accelerate. Borrower shall have the right to accelerate the sums secured by this Security Instrument at any time and from time to time without penalty. If the Note and this Security Instrument provide for an acceleration penalty, the acceleration penalty shall be the lesser of the amount of the acceleration penalty provided for in the Note and this Security Instrument and the amount of the acceleration penalty provided for in the Note and this Security Instrument.

25. Borrower's Right to Cancel. Borrower shall have the right to cancel this Security Instrument at any time and from time to time without penalty. If the Note and this Security Instrument provide for a cancellation penalty, the cancellation penalty shall be the lesser of the amount of the cancellation penalty provided for in the Note and this Security Instrument and the amount of the cancellation penalty provided for in the Note and this Security Instrument.

26. Borrower's Right to Assign. Borrower shall have the right to assign the sums secured by this Security Instrument at any time and from time to time without penalty. If the Note and this Security Instrument provide for an assignment penalty, the assignment penalty shall be the lesser of the amount of the assignment penalty provided for in the Note and this Security Instrument and the amount of the assignment penalty provided for in the Note and this Security Instrument.

27. Borrower's Right to Subrogate. Borrower shall have the right to subrogate the sums secured by this Security Instrument at any time and from time to time without penalty. If the Note and this Security Instrument provide for a subrogation penalty, the subrogation penalty shall be the lesser of the amount of the subrogation penalty provided for in the Note and this Security Instrument and the amount of the subrogation penalty provided for in the Note and this Security Instrument.

28. Borrower's Right to Sue. Borrower shall have the right to sue for the sums secured by this Security Instrument at any time and from time to time without penalty. If the Note and this Security Instrument provide for a lawsuit penalty, the lawsuit penalty shall be the lesser of the amount of the lawsuit penalty provided for in the Note and this Security Instrument and the amount of the lawsuit penalty provided for in the Note and this Security Instrument.

29. Borrower's Right to Waive. Borrower shall have the right to waive the sums secured by this Security Instrument at any time and from time to time without penalty. If the Note and this Security Instrument provide for a waiver penalty, the waiver penalty shall be the lesser of the amount of the waiver penalty provided for in the Note and this Security Instrument and the amount of the waiver penalty provided for in the Note and this Security Instrument.

30. Borrower's Right to Release. Borrower shall have the right to release the sums secured by this Security Instrument at any time and from time to time without penalty. If the Note and this Security Instrument provide for a release penalty, the release penalty shall be the lesser of the amount of the release penalty provided for in the Note and this Security Instrument and the amount of the release penalty provided for in the Note and this Security Instrument.

31. Borrower's Right to Surrender. Borrower shall have the right to surrender the sums secured by this Security Instrument at any time and from time to time without penalty. If the Note and this Security Instrument provide for a surrender penalty, the surrender penalty shall be the lesser of the amount of the surrender penalty provided for in the Note and this Security Instrument and the amount of the surrender penalty provided for in the Note and this Security Instrument.

32. Borrower's Right to Redeem. Borrower shall have the right to redeem the sums secured by this Security Instrument at any time and from time to time without penalty. If the Note and this Security Instrument provide for a redemption penalty, the redemption penalty shall be the lesser of the amount of the redemption penalty provided for in the Note and this Security Instrument and the amount of the redemption penalty provided for in the Note and this Security Instrument.

33. Borrower's Right to Refinance. Borrower shall have the right to refinance the sums secured by this Security Instrument at any time and from time to time without penalty. If the Note and this Security Instrument provide for a refinancing penalty, the refinancing penalty shall be the lesser of the amount of the refinancing penalty provided for in the Note and this Security Instrument and the amount of the refinancing penalty provided for in the Note and this Security Instrument.

34. Borrower's Right to Assign to a Trust. Borrower shall have the right to assign the sums secured by this Security Instrument to a trust at any time and from time to time without penalty. If the Note and this Security Instrument provide for an assignment to a trust penalty, the assignment to a trust penalty shall be the lesser of the amount of the assignment to a trust penalty provided for in the Note and this Security Instrument and the amount of the assignment to a trust penalty provided for in the Note and this Security Instrument.

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