

PREPARED BY:  
GLEN SCHAF  
OAK BROOK, IL 60521

# UNOFFICIAL COPY

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## RECORD AND RETURN TO:

*Bkt 163*

**UNITED FINANCIAL MORTGAGE CORP.**  
**600 ENTERPRISE DRIVE-SUITE 204**  
**OAK BROOK, ILLINOIS 60521**

(Space Above This Line For Recording Data)

**93306977**

## MORTGAGE

**492060-0**

THIS MORTGAGE ("Security Instrument") is given on **APRIL 2, 1993**

The mortgagor is

**JAMES J. MURRAY**  
**AND NOREEN K. MURRAY, HUSBAND AND WIFE**

**DEPT-01 RECORDING** **\$31,00**

**T-1111 TRAN 9364 04/26/93 11:32:00**

**55045 # 93-306977**

**COOK COUNTY RECORDER**

**UNITED FINANCIAL MORTGAGE CORP.**

This instrument is given by James J. Murray and Noreen K. Murray, husband and wife, to United Financial Mortgage Corp., to secure payment of the sum of One Hundred Four Thousand Dollars (\$104,000.00) for the sum of One Hundred Four Thousand Dollars (\$104,000.00), which is organized and existing under the laws of, THE STATE OF ILLINOIS, and whose address is 600 ENTERPRISE DRIVE-SUITE 204, OAK BROOK, ILLINOIS 60521.

ONE HUNDRED FOUR THOUSAND AND 00/100 Dollars (\$104,000.00). 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 **JULY 1, 2023**.

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 455 AND THE NORTH 10 FEET OF LOT 456 AND THE EAST 1/2 OF THE VACATED ALLEY LYING EAST AND ADJOINING IN GEORGE F. NIXON AND COMPANY'S SECOND TERMINAL ADDITION TO WESTCHESTER, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

15-21-216-044

**93306977**

which has the address of **1523 BRISTOL AVENUE, WESTCHESTER**

Street, City

**Illinois**

**60154**

**Zip Code**

**ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**VMP-6R101**

**VMP MORTGAGE FORMS 1313263-6160 (800)821-7221**

**DPS 1088**

**Form 3014 5/90**

3100 Lp

3100 Lp

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Form 3014 9/90  
DPS 1080

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Form GRILL (19101)

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 writing to the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender's opinion operate to prevent the by, or defend against enforcement of the lien in, legal proceedings which in the Lender's opinion violate the lien to more of the actions set forth above within 10 days of the giving of notice.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay third, to interests 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 attachable to the Property 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.

5. **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.

Funds held by Lender, if 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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower twelve monthly payments to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case 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 to pay to Lender the amount necessary to pay the Escrow Items when due, Lender may agree to pay the Escrow Items when due, Lender shall pay all sums secured by this Security Instrument.

If the Funds held by Lender were pledged as additional security for all sums secured by this Security Instrument, debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Without charge, in annual accountings of the Funds, showing credits and debits to the Funds and the purpose for which Borrower and Lender may agree in writing, however, this statement shall be paid on the Funds. Lender shall give to Borrower applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an escrow account is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax service such Escrow Items, unless Lender may not charge because of holding and applying the Funds, annually analyzing the escrow account, or Escrow Items, Lender may not charge because of holding and applying the Funds, unless Lender to make such (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurability, or entity Escrow Items or otherwise in accordance with applicable law. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended in time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds related mortgage loan, may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." if any; (e) yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (b) yearly leasehold payments and assessments which may attain priority over this Security Instrument as a lien on the Property; (a) yearly taxes Lender on the day monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes 2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall pay when due the UNIFORM COVENANTS, Borrower and Lender covenant as follows:

Variations by jurisdiction to constitute a uniform Security Instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited grant and convey the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage;

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, All replacements and additions shall also be covered by this Security

fixtures now or hereafter a part of the property. All replacements and additions shall add to the value of the property.

UNIFORM COVENANTS, Borrower and Lender covenant as follows:

Grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard 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 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 2(1) 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

DPS 1001

Form 3014 6/99

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF SANTA CLARA, CALIFORNIA  
ON APRIL 10, 1999, BY [REDACTED] FOR [REDACTED]  
[REDACTED] (S101) I, [REDACTED], a Notary Public in the State of California, do hereby certify that the foregoing instrument was acknowledged before me on April 10, 1999, by [REDACTED] who is personally known to me, or by [REDACTED] who is a subscriber to my Notary Public bond, and that he is the person whose name is affixed thereto. I further certify that the instrument is the original in every respect and is a true copy of the original instrument.

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Form 3014 9/90  
DPS 102Z

MP-6R(11) 19101

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

17. To be severable.

18. Given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be jurisdiction in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note is declared invalid by federal law and the law of the state in which the Property is located, it is agreed that any provision of clause of this Security Instrument shall be governed by federal law and the law of the state in which the Property is located.

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

20. Any notice provided for in this Security Instrument shall be given by delivery, mailing it or by mailing Securitry Instrument to Borrower or Lender.

21. Payment charge under the Note.

22. Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment 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. Lender may collect from Borrower which exceed permitted limits will be reduced to to the permitted limit; and (b) any sums already charged from Borrower which exceed permitted limits will be reduce the charge loan exceed the permitted limits, 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 loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the maximum loan charges, and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the maximum loan charges.

23. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loans.

24. Security Instruments with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

25. Borrower's interest in the Property under the terms of this Security Instrument: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Security

Instrument but does not execute the Note: (b) is not personally obligated to pay the sums

26. Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this

27. Successors and Assigments. The covenants and agreements of this

28. Exercise of any right or remedy.

29. Successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the

30. Commodity proceeds any successor in interest or Lender and any other Borrower or Borrower's

31. Not operate the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to

32. Award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

33. Postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

34. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

35. Secured by this Security Instrument whether or not the sums are then due.

36. Lender is authorized to settle it and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums

37. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

38. be applied to the sums secured by this Security Instrument whether or not the sums are then due.

39. Unless Borrower and Lender otherwise agree in writing or unless applicable law provides, the proceeds shall

40. market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair

41. amount of the sums secured immediately before the taking, divided by the following fraction: (a) the total

42. Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

43. market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this

44. 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

45. in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

46. shall be paid to Lender.

47. condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

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

49. Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

50. Inspection. Lender or its agent may make reasonable inquiries upon and inspectins of the Property. Lender shall give

51. insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

52. 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 payments 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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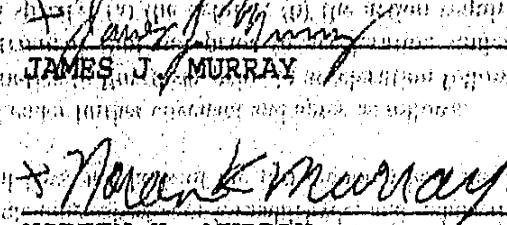
492060-0

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.

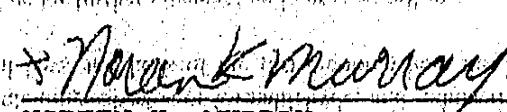
(Check applicable box(es))  **Adjustable-Rate Rider**  **Condominium Rider**  **1-4 Family Rider**  **Biweekly Payment Rider**  
 **Graduated-Payment Rider**  **Planned Unit Development Rider**  **Second Home Rider**  
 **Balloon Rider**  **Rate Improvement Rider**  **Other(s) (specify)** \_\_\_\_\_

**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.**

IN WITNESS WHEREOF, I, the undersigned, do hereby execute this instrument in the presence of the Notary Public, this day of April, 1992, at the place and date first above written.

**James J. Murray**   
**(Seal)**

**Witness:**  **James J. Murray**  **Borrower**

**NOREEN K. MURRAY**   
**(Seal)**

**Witness:**  **Noreen K. Murray**  **Borrower**

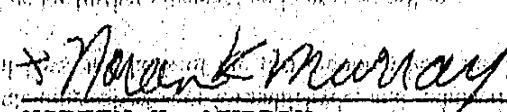
**STATE OF ILLINOIS, COOK COUNTY, OFFICE OF NOTARY PUBLIC**

I, MICHAEL JOSEPH MADDIE, Notary Public, State of Illinois, County of Cook, do hereby certify that:

The Undersigned, JAMES J. MURRAY AND NOREEN K. MURRAY, HUSBAND AND WIFE, personally known to me to be the same persons, whose name(s) 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 2nd day of April, 1992.

My Commission Expires:   
1592

Notary Public  
MICHAEL JOSEPH MADDIE  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. APR. 8, 1992

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DPS 1094

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Form 3014 9/90  
DPS 1083  
LMP -6R(L) 181011

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
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.
- 21, including, but not limited to, reasonable attorney fees and costs of title evidence.
- 20, including, but not limited to, reasonable attorney fees incurred in pursuing the remedies provided in this paragraph proceeded by this Security Instrument without further demand and may foreclose this Security Instrument by judicial sale before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-existent or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on information Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the security by this Security Instrument, Borrower by judicial proceeding, Lender shall retain all the sums secured by this Security Instrument and the notice may result in acceleration of the debt; and
- (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the debt unless (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the debt must be cured; and
- (b) the action required to cure the default; (a) the date provides otherwise). The notice shall specify: (a) the date prior to acceleration and a paragraph (7) unless of any covenant or agreement in this Security Instrument (but not prior to acceleration and a paragraph (7) unless applicable law provides otherwise).
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 and a paragraph (7) unless applicable law provides otherwise).

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

- relate to health, safety or environmental protection.
- this paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located that pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, toxic environmental law provides otherwise;
- As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by all necessary remedial actions in accordance with Environmental Law.
- Borrower shall promptly give Lender notice of any investigation, claim, demand, lawsuit or other action by any governmental agency or private party involving the Property and any Hazardous Substance or Environmental Law governed by any other remediation of any Hazardous Substance affecting the Property is necessary, that of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority under Environmental Law that it is in violation of any Environmental Law, Borrower shall not do, nor allow anyone else to do, anything affecting the Hazardous Substances on or in the Property. Borrower shall not permit the presence, use, disposal, storage, or release of any Hazardous Substances without prior notice to Borrower. A sale may result in the entity known as the "Loan Service" that collects monthly payments due under the Note and this Security Instrument. There also may be one instrument may be sold, one or more times without prior notice to Borrower. A sale may result in the change of name and information required by applicable law, information of the new Loan Service and the address to which payments should be made. The notice will also contain any other written notice of the change in accordance with paragraph 14 above and applicable law. The notice will be given written notice of the Loan Service unrelated to a sale of the Note. If there is a change of the Loan Service, Borrower will be given changes of the "Loan Service" that collects monthly payments due under the Note and this Security Instrument. Those conditions are likely to assure that the "Loan Service" shall remain fully effective as if no acceleration had occurred. However, this Security shall obligate the Lender 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 Security shall not apply in the case of acceleration under paragraph 17.
19. Sale of Note; Change of Loan Service. The Note or a partial interest in the Note (together with this Security instrument may be sold, one or more times without prior notice to Borrower. A sale may result in the change of name and information required by applicable law, information of the new Loan Service and the address to which payments should be made. The notice will also contain any other written notice of the change in accordance with paragraph 14 above and applicable law. The notice will be given written notice of the Loan Service unrelated to a sale of the Note. If there is a change of the Loan Service, Borrower will be given changes of the "Loan Service" that collects monthly payments due under the Note and this Security Instrument. Those conditions are likely to assure that the "Loan Service" shall remain fully effective as if no acceleration had occurred. However, this Security shall obligate the Lender 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 Security shall not apply in the case of acceleration under paragraph 17.
18. Borrower's Right to Remit. If Borrower meets certain conditions, Borrower shall have the right to have permission by this Security Instrument without further notice or demand on Borrower.
- 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 remedy secured by this Security Instrument. If Borrower fails to pay these sums within the period specified in this paragraph, Lender may invoke any remedy secured by this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest, merger, at its option, 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.