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COOK COUNTY TECHNOLOGY AND AND THE RESIDENCE OF THE STATE OF THE STATE

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January 1997 ANII 149

Ja MARGARETTEN & COMPANY, H

This instrument was prepared by:
MARGARETTEN & COMPANY INC
15441 94TH AVENUE ORLAND PARK, IL 50452
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16441 94TH AVENUE ORLAND PARK, IL 50452

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THIS MORTGAGE ("Security Instrument") is given on May 19th, 1993

The mortgagor is ALAN CINER, HIS WIFE TO ASSESS TO ASSES

This Security Instrument is given to an extended the second of the security instrument in given to

This Security Instrument is given to

WARGARETTEN & COMPANY, INC.

Which is organized and existing under the laws of the Stock of New Jersey, and whose address is

("Lender").

One Ronson Road, Iselin, New Jersey 08830 Borrower owes Lender the principal sum of

One Hundred Forty Throzand, and 00/100

(U.S. \$ 140,000.00). 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

1st, 2023 . This Security Instrument secures to Lender: (a) the repayment of the debt on June evidenced by the Note, with interest, and all r new ils, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph ? 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

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County, Illinois:

LOT 25 IN D. KANDICH'S HILLCREST ESTATES, A SUBDIVISION OF ALL OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28 LYING NORTHERLY OF THE CENTER LINE OF MICARTHY ROAD, ALL IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERI-DIAN, IN COOK COUNTY, ILLINOIS. T TAX BU. 22-28-205-009

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which has the address of
12015 CENTER DRIVE LEMONT, IL 60439 ("Property Address");

MERTAN MANAGANAN KAN MANAGAN MERINGAN KAN MANAGAN KAN MANAGAN MANAGAN MENGAN MENGAN MENGAN MENGAN MENJAWA MENJAWA M BERTAN MENJAMBAN MENINGAN MENINGAN MENJAWA MENJAWA MENJAWA MENJAWA MENJAWA MENJAWA MENJAWA MENJAWA MENJAWA MEN

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, 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.

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

ILLINOIS—SINGLE FAMILY—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 9/90

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 24. Edders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

and in any rider(s) executed by Borrower and recorded with it.

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and the second of the state of the second of the second of the first state of the second of the seco HORSE AND AND THE CENTER OF THE SECOND CONTRACT OF THE SECOND CONTRA I, the Undersigned, a Notary Public in and for said county and state, do hereby certity and I, the Undersigned, a Notary Public in and for said county and state, do hereby certity and I, the Undersigned, a Notary Public in and for said county and state, do hereby certity and

personally known to me to be the same person(s) whose hame(s) is(are) subscribed to the foregoing histrument, appeared

before the this day in person, and acknowledged that his, she, they signed and delivered the said instrument as his, her, their free and voluntary act, for the uses and purposes therein set forth.

Orient under sely hand and official seal, this 9 Ch.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of 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 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 S cu ity Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable kew may spect y for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) rary of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which the grould be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other sovenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasourble attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrumer', Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue inchanged. 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 Para graph 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 rior notice to Borrower. A sale may result in a change in the entity (known) as the "Loan Servicer") that collects monthly payine to 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 stath 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 parinit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, or 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 ar, 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, clair 1, 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 ap toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or loxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and in diol ctive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction when 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 av less 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.

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

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23. Whive of Homestead, a Borrower swaives all right of homestead exemption in the Property.

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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 6. Occupancy, Preservation, Malutenance and Protection of the Property; Borrower's Loan Application; Lesseholds.

MARGARETTEN & COMPANY, INC. Instrument immediately prior to the acquisition. If under Paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance palkings and property prior to the Property prior to the acquisition damage to the Property prior to the acquisition damage to the Property prior to the acquisition and damage to the extent of the property prior to the acquisition and damage to the extent of the property prior to the acquisition and the acquisition and the acquisition are acquisition and the acquisition and the acquisition are acquisition and acquisition a postpone the date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend 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. to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied the Property damaged, if the restoration or repair is economically feitsible and Lender's security is not lessened. If the Unless Lender and Borrower officewise agree in writing, insurance proceeds shall be applied to restoration or repair of

Lender. Lender may thake proof of loss if not made produptly by Borrower. of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insulance carrier and

shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shall include a standard mirgage clause. Lender

Obtion; obtain coverage to protect Lendèr's rights in the Property in accordance with Paragraphy's which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender's that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrow miniscr to Lender's approval floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods Projecty insured against loss by fife, flazards included within the term "extended coveragy" and any other hazards, including 5. Hazard or Property Insertance. Borrower shall keep the improvements now existing or hereafter erected on the

one or more of the actions set forth above within 10 days of the giving of notice

over this Security Instrument, Lender thay give Borrower a notice identifying the Ken. Borrower shall satisfy the lien or take Hen to this Security Instrument. If Lender determines that any part of the Pr perty is subject to a tien which may attain priority the enforcement of the lien; or (c) secutes from the holder of the lien an agreement satisfactory to Lender subordinating the the Ben by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operage to prevent in writing to the payment of the obligation secured by the lien in a manior acceptable to Lender; (b) contests in good faith Borrower shall promptly discharge any lien which has priority or this Security Instrument unless Borrower: (a) agrees

payments. directly to the person based payment: Borrower shall prompelly furthish to Lender receipts evidencing the these collegations in the manner provided in Paragraph C, or if not paid in that manner, Borrower shall pay them on time which may kitain priority own this Security Instrument, as a leasehold payments or ground rents, if any. Borrower shall pay Borrower shall pay all taxes as cesments, charges, fines and impositions attributable to the Property

2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note. l and 2 shall be applied: first, to any prepayment classes due under the Note; second, to amounts payable under Paragraph Unless top cable law provides otherwise, all payments received by Lender under Paragraphs 3. Application of Payme

sale of the Property, shall apply any Punds raider at the time of acquisition or sale as credit against the sums accured

Punds held by Lender. If, under Parapsy 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or Upon payment in full of all souries secured by this Security Instrument, Lender shall promptly refund to Borrower any

more than twelve monthly payments, at Lender's sole discretion. Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in the any time is not sufficien; to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such cas for the excess Funds in 1 cco, dance with the requirements of applicable law. If the amount of the Funds held by Lender & If the Funds held my Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrowig

which each debit to the Punds was made. The Punds are pledged as additional security for all sums secured by this Security Borrower, with we charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to or applicable law requires inserest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the service used by Lender in connection with this loan, unless applicable isw provides otherwise. Unless an agreement is made such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting or verifying the Escrow frems, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make the Escrow Hems. Lender may not charge Borrower for holding and applying the Punds, annually analyzing the escrow account,

(including Lender, if Lender is such an institution) or in any Pederal Home Loan Bank. Lender shall apply the Funds to pay The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity expenditures of future Becow Items or otherwise in accordance with applicable law

lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of 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 Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement "Hecrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender accordance with the provisions of Paragraph 8, in tieu of the payment of mortgage insurance premiums. These items are called premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in 2. Funds for Taxes sage insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender the day monthly payments are due under the Nois, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold

UNOFFICIAL COPY

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 discursed 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 pry 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 in surer 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 printen agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make mas puble 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 condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned

and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall on applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument 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 amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration of topair of the Property or to the

sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the angle of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in him rest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender the interest of the required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several 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 Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's

consent.

13. Loss Charges. If the loss secured by this Security Instrument is subject to a law which sets maximum loss charges, and that law is finally interpreted so that the interest or other loss charges collected or to be collected in connection with the loss exceed the permitted limits, then: (a) any such loss charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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