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94496351

AFTER RECORDING RETURN TO: MID-AMERICA MORTGAGE CORPORATION, 361 FRONTAGE ROAD, BURR RIDGE, IL 60521

COOK COUNTY, ILLINOIS
FINAL DOCUMENTS DEPARTMENT FILED FOR RECORD

361 FRONTAGE ROAD
BURR RIDGE, IL 60521

01 JUN -3 PM 12: 44

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RECORDED BY THE CLERK OF THE COOK COUNTY, ILLINOIS, COURTS, ON THIS DAY OF JUNE, 2001, IN THE 361 FRONTAGE ROAD, BURR RIDGE, IL 60521, OFFICE OF THE CLERK OF THE COOK COUNTY, ILLINOIS, COURTS, AS A COPY OF THE FOREGOING DOCUMENTS, WHICH ARE HEREBY RECORDED, FOR RECORD.

RECORDED PURSUANT TO THE REQUIREMENTS OF THE ILLINOIS RECORDATION ACT, AND IS SUBJECT TO THE SAME, AND IS INDEXED AND FILED AS A COPY OF THE FOREGOING DOCUMENTS, WHICH ARE HEREBY RECORDED, FOR RECORD.

MORTGAGE

RECORDED PURSUANT TO THE REQUIREMENTS OF THE ILLINOIS RECORDATION ACT, AND IS SUBJECT TO THE SAME, AND IS INDEXED AND FILED AS A COPY OF THE FOREGOING DOCUMENTS, WHICH ARE HEREBY RECORDED, FOR RECORD.

THIS MORTGAGE ("Security Instrument") is given on MAY 13 13, 1994, by Thomas M. Sullivan and Darlene M. Sullivan, His wife ("Mortgagor"), to MID-AMERICA MORTGAGE CORPORATION, ("Borrower"). This security is given to MID-AMERICA MORTGAGE CORPORATION.

The Mortgagor and Borrower, jointly and severally, owe to the Lender the sum of ONE HUNDRED THOUSAND DOLLARS (\$U.S. \$100,000.00), This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payment, with the full debt, if not paid earlier, due and payable on JUNE 1, 2024. 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 104 IN TIMBER RIDGE A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 (EXCEPT SOUTH 32 ACRES THEREOF) AND WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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RECORDED PURSUANT TO THE REQUIREMENTS OF THE ILLINOIS RECORDATION ACT, AND IS SUBJECT TO THE SAME, AND IS INDEXED AND FILED AS A COPY OF THE FOREGOING DOCUMENTS, WHICH ARE HEREBY RECORDED, FOR RECORD.

PERMANENT TAX NUMBER: 23-03-212-016-0000

PROPERTY ADDRESS: 8934 S. OAKWOOD DR., HICKORY HILLS, IL 60457

ILLINOIS Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3814 09/90

BOX 333-CTI

Page 1 of 6

D.M.S.
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Borrower shall immediately file a written notice of the filing of this Note. Borrower shall pay all amounts due under this Note and any principal or interest due under this Note to Lender at the time of filing of this Note.

Lender's opinion operate to prevent the enforcement of the Note, or (c) secures from the Borrower any instrumentality to the Lender's satisfaction to the Lender's satisfaction to the Lender, or (b) consents in good faith the Lender to the Note, or defers against enforcement of the Note, in legal proceedings which Lender; (a) agrees in writing to the payment of the obligation secured by the Note in a manner acceptable to the Borrower.

Borrower shall promptly discharge any Note which has priority over this Security instrument unless

promised to Lender receives evidence of the payment.

If Borrower makes these payments directly to the person owed payment, Borrower shall notify them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly to Lender, Borrower shall pay them on time directly to the Lender prior to the payment of the Note.

any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner,

to the Property which may affect assessments, charges, fines and impositions attributable to the Property which may affect assessments, charges, fines and impositions attributable to the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable under the Note.

under paragraph 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.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender credit against the sums secured by the Security instrument.

the acquisition or sale of the Property, shall apply funds held by Lender at the time of acquisition or sale as a discretion of Borrower any funds held by Lender. If under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale of the Property, shall make up the deficiency in no more than twelve months, at Lender's sole discretion. Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify account to Borrower for excess Funds in accordance with the requirements of applicable law. If the amount of the account to Borrower for excess Funds in accordance with the requirements of applicable law, Lender shall

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall instrument.

If the Funds were made, the Funds are pledged as additional security for all sums secured by this Security instrument.

annual accounting of the Funds, showing credits and debits to the Funds, and the purpose for which debt is to agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, any principal shall not be required to pay Borrower any interest or amounts on the Funds, Borrower and Lender may paid, Lender shall report to Lender an agreement is made or applicable law requires to be unless applicable law provides otherwise. Unless an escrow service used by Lender in connection with this loan, one-time charge for an independent real estate tax reporting service used by Lender may require to pay a and applying the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds to pay the Escrow items. Lender may not charge Borrower for holding the Escrow items, annually expenses of future Escrow items, Lender shall apply the Escrow items are insured by a federal agency, insurability, or entity (including Lender, if Lender is such in its opinion) or in any Federal Home Loan Bank, Lender shall apply the Funds shall be held in an insured union whose deposits are insured by a federal agency, insurability, or

expenses of future Escrow items or other wise in accordance with applicable law.

amount, Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of sets a lesser amount. If so, Lender, at any time, collects and holds Funds in an amount not to exceed the lesser amount from time to time, 12 U.S.C. Section 2601 et seq. ("RSPA"), unless another law that applies to the Funds may require for Borrower's collection account Real Estate Settlement Procedures Act of 1974 as and holds Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and (c) any sums paid by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the insurance premiums. (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; the Property; (f) yearly leasehold payments or Ground rents on the Property, if any; (g) yearly hazard or property ("Funds"), etc.). Yearly taxes and assessments which may affect this Security instrument as a lien on shall pay to Lender on the day the monthly payments are due under the Note, until the Note is paid in full, a sum subject to any encumbrances of record.

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.

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

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.

BORROWER COVENANTS that Borrower is lawfully seized 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, warrant 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, All agreements and addititions shall also be appurtenances, and fixtures now or hereafter a part of the property. All agreements and addititions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property."

subject to any encumbrances of record, warranties and will defend generally the title to the Property against all claims and demands, record, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower, warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 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 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 judgement 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 the 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.

D.M.S.
T.M.H.

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D.M.S.

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 and the Note are declared to be severable, the Note can be given effect without the conflicting provision. To this end the provisions of this Security Instrument or the Note conflict shall not affect other provisions of this Security Instrument or the jurisdiction in which the Property is located.

Lender wherein given as provided in this paragraph.

16. Notices. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender by first class mail to Lender's address stated herein or any other address Lender designates by notice to be given by first class mail to Lender's address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail unless applicable law requires use of another method. The notice shall be directed or by mailing it by first class mail unless applicable law requires use of another method.

17. Deductions. Any deduction as a partial prepayment without any prepayment charge under the Note, the principal owed under the Note or by making a direct payment to Borrower, if a refund reduces principal, the principal permitted limits will be reduced to make this refund from Lender who which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Lender in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced in proportion to the amount necessary to reduce the charge to the permitted limit; and (c) to be collected loan charges, and that law is finally interpreted so that the interest or other loan charges collected a. to a law which sets maximum

18. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum with regard to the terms of this Security Instrument or the Note without that Borrower's consent, then Borrower who co-signs this Security Instrument but does not execute the Note; (d) is co-signing this instrument only to mortgage, grant and convey that Borrower's interest in the property under the terms of this instrument to another party to secure his or her rights to accommodations by Lender and (e) Borrows money from Lender and any other Borrower may agree to extend, modify, forgive or make any agreement with respect to the note, instrument or documents which Lender and any other Borrower or Lender may demand made by the original Borrower or Borrower's successors in interest. Any right or remedy in existing time for payment or otherwise modified amortization of the sum secured by this Security Instrument by reason of any interest, Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be required to respond to collection proceedings, in interest or refusal or refuse to extend interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest of Borrower or to the original Borrower or Borrower's successors in interest, Lender shall not be required to pay to Lender to any successor in modification of amortization of the sum secured by this Security Instrument granted by Lender to any successor in agreements and assignments bound joint and several liability. Co-signers. The covenants and

19. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. Any right or remedy shall not be exercised by the original Borrower or Borrower's successors in interest, Lender in any case where the note is payable to another person or persons, or any other party to whom the note is payable, unless Lender makes 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 entitled to collect and apply the proceeds, at its option, either to restoration or offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, Lender is entitled to collect and apply the proceeds, at its option, either to restoration or repair of the property or to the sum secured by this Security Instrument, whether or not due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium sums secured by this Security Instrument will be paid to Lender or not the sums are then due, Lender otherwise agree in writing or unless otherwise provided, the proceeds shall be applied to the sum secured by this Security Instrument, unless Lender is then taking the amount of the Property in immediate before the taking is taken, the fair market value of the Property in immediate before the taking, Any balance shall be paid to Borrower. In the event of a partial taking of the property in immediate before the taking, Any balance shall be paid to Borrower, or if the fair market value of the property in immediate before the taking is equal to or greater than the balance divided by (d) the fair market value before the taking, Any balance shall be paid to the Lender otherwise agrees in writing, the sum secured by this Security Instrument shall be reduced by the amount of the property in which fair market value of the property in immediate before the taking is equal to or greater than the balance of the sum secured by this Security Instrument immediate before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument shall be paid to Lender, in the event of a partial taking of the Security instrument, whichever of nor then due, with any excess paid to Borrower, In the event of a partial taking of the condominium, are hereby assigned and shall be paid to Lender.

20. 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 convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Security instrument, which fair market value before the taking is equal to or greater than the balance of the sum secured by this Security instrument immediate before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument immediate before the taking, Any balance shall be paid to the Lender otherwise agrees in writing, the sum secured by this Security Instrument shall be paid to Lender, in the event of a partial taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument, whichever of nor then due, with any excess paid to Borrower. In the event of a partial taking of the

21. Inspection. Lender or its agent may make reasonable entries upon and inspect any portion of the Property, Lender shall give notice at the time of or prior to an inspection specifically reasonable cause for the inspection. Lender or any condominium or other taking of any part of the Property, or for convenience in lieu of connection with any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

22. Mortagee Insurance. 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, provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premium of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires)

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* This instrument is a copy of the original instrument filed in the office of the Clerk of the Circuit Court of Cook County, Illinois, on 10/12/96. It is not the original instrument.

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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 box(es)]

Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 V.A. 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.

Thomas M. Sullivan (Seal) THOMAS M. SULLIVAN -Borrower

(Seal)

-Borrower

Social Security Number 3 4 3 8 4 8 - 0 9 9 8

Social Security Number

Darlene M. Sullivan (Seal) DARLENE M. SULLIVAN -Borrower

(Seal)

-Borrower

Social Security Number 3 3 0 - 4 4 - 8 9 6 2

Social Security Number

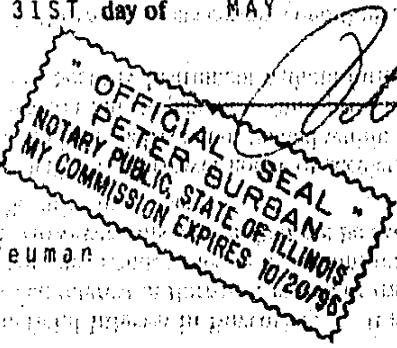
STATE OF ILLINOIS

COUNTY OF COOK } 881
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that THOMAS M SULLIVAN AND DARLENE M SULLIVAN, HIS WIFE personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instruments 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 MAY, 1994.

My Commission Expires:

This instrument prepared by: SUE NEUMAN

Notary Public Seal: 

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JULY
O.W.S.

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 instrument 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 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 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. 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 Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument (or repossess in it) before sale of the Property or any other period as applicable law may permit for repossession) before sale of the Property pursuant to any such sale. Lender may invoke any remedies permitted 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.
19. Sale of Note; Change of Lender. 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 "Lender Service") that collects monthly payments due under the Note and this security instrument. There also may be one or more changes of the Lender Service unrelated to a sale of the Note. If there is a change in the entity (known as the "Lender Service"), the Note and this security instrument shall be affected to the extent of any changes in the Lender Service.
20. Hazardous Substances. Borrower shall in a cause of permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any 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 appropiate to normal residential uses due to maximum use of the Property.
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration of the following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration of the default under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default; (b) the notice to Borrower, by which the default must be cured; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default is to be cured. The notice shall further inform Borrower of the right to accelerate all obligations of the Property. The notice shall secure by this Security instrument without further demand and may result in acceleration of the sum secured by this Security instrument, foreclose by judicial proceeding, Lender to collect all expenses incurred in foreclosing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of little 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 recording costs.
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.