AFTER RÉCORDING MAIL TO: OLD KENT MORTGAGE COMPANY THE REAL PROPERTY. 28 NORTH GROVE AVENUE **ELGIN, IL 60120** SHANNON FLANKERY

94557423

LOAN NO. 0825574

-[lipece Above This Line For Recording Date]-

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 17, 1994 HOWARD J. LEVY and KAREN J. LEVY, HUSBAND AND WIFE

MAN

. The mortgagor is

("Borrower").

This Security instrument is given to A-1 MORTGAGE CORPORATION,

which is organized and lockling under the laws of THE UNITED STATES OF AMERICA , and whose address is 40 SKOKTE BLVO. STITE: 450, NORTHBROOK, IL BOOBZ Borrower owes Lender the pain institute of three Bundred Thirty Six Thousand Dollars Dollars (U.S. \$ 338,000.00 . This debt is and no/100 evidenced by Borrower's note dated 'hr: same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not petu earlier, due and payable on July 1, 2024. This Security instruments secures to Lender: (a) the regayment 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 instruments 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 kind of K County, Minois:

LOT 30 IN CAROL ESTATES, UNIT NO. 3, BEING A SUBLIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 32, AND PART OF THE SOUTHWEST 1/4 OF SECTION 33. ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

> PEPT-01 RECORDING T10000 TRAN 8291 06/24/94 15:04:00 \$31.50 #501 + CJ \*-94-557423

CODY COUNTY RECORDER

04 32 401 132

which has the address of

908 N. PFINGSTEN RD (Street)

GLENVIE [City]

(Tinois

60025 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or heresiter erected on the property, and all easements, appurtenances, and focures 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 select 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 ancumbrances of record.

RLINOIS-SINGLE FAMILY-PHMA/PHLMC UNIFORM INSTRUMENT PAGE 1 OF 8 ISC/CMDTL//0491/3014(9-50)-L

FORM 3014 9/90



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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 Lander 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.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may stain priority over this Security Instrument as a lien on the Property; (b) yearly leasahold payments or ground rents on the Property, if any; (c) yourly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sume payable by Borrower to Lander, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." Lander may, at any time, collect and hold Funds in an amount not to increase the resolutions appropriate a lender for a follectable mattered mattered to the payment of the payment exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's ascrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$2601 at sect. ("RESP."), unless another law that applies to the Funda sets a lessor amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current dich and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be find in an institution whose deposite are insured by a tederal agency, instrumentality, or entity (including Lander, if Lemiss is such an implitution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lend a may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reported service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Londer shall not be required to pay Borrower any interest of earlyings on the Funds. Borrower and Lander may agree in writing, however, that intorest shall be paid on the Funds, while shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional ascurity for all such secured by this Security Instrument.

if the Funds held by Lander exceed the amounts promitted to be held by applicable law, Lander shall account to Borrower for the soccase Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lander at any time is not sufficient to pay the Escrow thanks when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lander the amount researcy to make up the deficiency. Borrower shall make up the deficiency in no more than tweive monthly payments, of conder's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lander, If, under paragraph 21, Lander shall acquire of sall the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lander at the time of acquisition or sale as a credit against the sums secured by this Security instrument.

- 3. Application of Psyments. Unless applicable law provides otherwise, (a) syments received by Lander 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 key of arges due under the Note.
- 4. Charges; Liens. Romower shall pay all taxes, assesments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and lesseshold payments or gurund rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in their manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly turnish to Lervie: all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the fien; or (c) secures from the holder of the fien an agreement satisfactory to Lander subordinating the Nen to this Security Instrument. If Lander determines that any part of the Property is subject to a lien which may attain priority over this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now axisting or hereafter erected on the Proporty 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 Lander's approval which shall not be unreasonably withheld. If Borrower talks to maintain coverage described above, Londer may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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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 Lendo, 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 prima graph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from Jamage 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 rete 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 forfaintre action or proceeding, whether civil or criminal, is begun that in Lendar's good faith judgment could result in foliciture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Porrower 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 falled to provide Lender with any material information) in connection with the loan syldenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property ed. 8 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 morger 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 foreture 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 co sc

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

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

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

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

sasigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

unless applicable haw otherwise provides, the proceeds shall be applied to the sums secured by this Security amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or taking of the Property in which the fair market value of the Property immediately before the taking is less than the value of the Property immediately before the taking. Any batance shall be paid to Borrower, in the event of a partial following traction: (e) the total amount of the sums secured immediately before the taking, divided by (b) the fall market writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the sums secured by this Security Instrument Immediately before the taking, unless Sorrower and Lender otherwise agree in A which the fair market value of the Property Immediately before the taking is equal to or greater than the amount of the In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security in Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in

Property or to the sum se tured by this Security instrument, whether or not then due. notice is given, Lender's authorized to collect and apply the proceeds, at its option, either to restoration or repair of the make an award to state a claim for damages, Borrower falls to respond to Lender within 30 days after the date the If the Protecty is abandoned by Borrower, or if, after notice by Lander to Borrower that the condemnor offers to eub neth ets smue eth ton to tether the sums are then due.

payments postpone the due date of the honthly payments referred to in paragraphs 1 and 2 or change the amount of such Unless Lender and Dorroren otherwise agree in writing, any application of proceeds to principal shall not extend or

any right or remedy shall not be a waiver of or preciode the exercise of any right or remedy. demand made by the original Borrower or Borrow er's successors in interest. Any forbestance by Lender in exercising time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in modification of amortization of the sum accurred by this Security Instrument granted by Lander to any successor in 11. Borrower Hot Released; Folibierance By Lander Hot a Walver. Extension of the time for payment or

Borrower may agree to extend, modify, forbear or make any accommodatil no with regard to the terms of this Security not personally obligated to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other mortgage, grant and convey that Borrower's interest in the Property incles the terms of this Security Instrument; (b) is co-signe this Security Instrument but does not execute the Note: (a) to co-signing this Security Instrument only to provisions of pensoraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the 12. Successors and Assigns Bound; Joint and Serkel Liability; Co-signers. The covenants and agreements of

necessary to reduce the charge to the permitted limit; and (b) any sume elready collected from Borrower which charges, and that law is finally interpreted so that the interest or other loan charges pariected or to be collected in 13. Loan Charges. If the loan secured by this Security Instrument is sucject to a law which sets maximum loan Ingiturions or the Note without that Borrower's consent.

will be treated as a pertial prepayment without any prepayment charge under the Note. principel owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction exceeded betwitted limits will be refunded to Borrower. Lander may choose to make this shoot by reducing the connection with the loan exceed the permitted limits, then: (a) any such loan charge of all be reduced by the amount the

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

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

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

natural person) without Lander's prior written consent, Lender may, at its option, require immediate payment in full of all inferest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a 17. Transler of the Property or a Beneficial Interest in Borrower. If all or any pan of the Property or any

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secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Charge of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") (not collects morthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property corrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any Investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If durrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

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

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