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SSB/C2211

RECORD AND RETURN TO:
HEMLOCK FEDERAL BANK
FOR SAVINGS
5700 WEST 159TH STREET
OAK FOREST, ILLINOIS 60452

DEPT-01 RECORDING \$31.00
T\$0009 TRAH 0109 12/12/95 12:19:00
\$7502 + RH K-95-862211
COOK COUNTY RECORDER

Prepared by:
MARGARET D. KOBYLARCZYK
OAK FOREST, IL 60452

11-0143993-11

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MORTGAGE

31. v

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 5, 1995
GREGORY D. TUFTIE
AND DONNA M. TUFTIE, HUSBAND AND WIFE IN JOINT TENANCY

The mortgagor is

("Borrower"). This Security Instrument is given to
HEMLOCK FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose
address is 5700 WEST 159TH STREET
OAK FOREST, ILLINOIS 60452
SEVENTY NINE THOUSAND AND 00/100

(Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 79,000.00).

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 JANUARY 1, 2011. 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:

THE EAST 100 FEET OF LOT 12 IN BLOCK 5 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST 1/2 OF SECTION 15 AND THE EAST 1/2 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

28-15-101-027

which has the address of 4635 WEST 151ST STREET, OAK FOREST Street, City .
Illinois 60452 Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90

Amended 5/91
VMP-6R(IIL) 084081
VMP MORTGAGE FORMS - 18001521-7281
Initials: M.T. dt.

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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 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 lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to or after the date of this instrument, Lender shall have the right to require Borrower to pay to Lender the amount of such lien.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. **Chargers, Liens, Assessments, etc.** Borrower shall pay all taxes, charges, fines and impositions attributable to the Property which may attach priority over this Security instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay 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.

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 [] under paragraph(s) this section by []

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if, under paragraph 21, 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

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender in any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after Lender's sole discretion.

The Funds shall be held in an escrow account whose depositors are insured by a federal agency, instrumentality, or entity 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, Lender 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 applies the 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 reporting service used by Lender in connection with this loan, unless up to date law provides otherwise. Unless an agreement is made otherwise Borrower and Lender may agree in writing, however, that interest 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 without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower debits to the Funds are pledged as additional security for all sums secured by this Security instrument.

Second terms or otherwise in accordance with applicable law.

Leader may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Leader for a federal mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless another law that applies to the Fund sets a lesser amount. If so, Leader may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

2. Funds for Taxes and Insurance. Subject to sufficient funds to pay the Note, until the Note is paid in full, a sum ("Funds") for Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for Lender, Borrower shall pay and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums if any; (e) yearly, a mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Fees or Items".

principles of and interest in the intra-party and extra-party political parties, and the charges due under the Note.

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

THIS SECURITY INSTRUMENT combines military government use and non-uniform conventions with limitations by which to constitute a uniform instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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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 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 the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address if by first class mail unless coverage insurance premium paid by Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing prepayment demand charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct loan exceeded the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Lender. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct loan exceeded the permitted limits; then: (a) any such loan charges collected or to be collected in connection with the loan is finally implemented so that the interest of other loan charges collected or to be collected in connection with the and that law is secured by this Security Instrument is subject to a law which sets maximum loan charges.

15. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

16. Security Interest. (a) Lender's interest in the terms of this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or release by this Security Instrument and (b) is not personally obligated to pay the sums Borrower's interest in the terms of this Security Instrument; (b) is not personally obligated to pay the sums instrument but does not exceed the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Security interest shall be joint and several. Any Borrower who co-signs this Security paragraph 17. Borrower's covenants and agreements of Lender and Borrower shall be joint and several.

17. 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

18. Exercise of any right or remedy. Lender in exercising any right or remedy shall not be a waiver of or preclude the

successors in interest. Any borrower by Lender in exercising any right or remedy shall not be a waiver of or preclude the of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's consecutive proceedings against any successor in interest or refuse to extend the term for payment otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

19. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment of modification

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

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

secured by this Security Instrument, whether or not the due date.

Lender is authorized to collect and apply the proceeds, in its option, either to restoration or repair of the Property or to the sums awarded 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 condemnor offers to make an

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

unless Borrower and Lender omit writing or unless applicable law otherwise provides, the proceeds shall market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender omit writing or unless applicable law otherwise provides, the proceeds shall before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, multiplied by the following fraction: (a) the total market value of the property immediately before the taking is equal to or greater than the amount of the sums secured by the property immediately before the taking, unless Borrower and Lender omit writing or unless applicable law otherwise provides, the proceeds shall be paid to Lender.

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

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

10. Condemnation. The proceeds of prior to an inspection specifically listing easements cause for the inspection.

Borrower notice at the time of or before the taking is equal to or greater than the amount of the sums secured by the property immediately before the taking, unless Borrower and Lender omit writing or unless applicable law otherwise provides, the proceeds shall be paid to Lender.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

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

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgagelife that Lender required 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 one-twelfth of the year) 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 substantially equivalent insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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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 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; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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Given under my hand and official seal, this 5th day of November, 1945.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the personality known to me to be the same person(s) whose name(s) is
THEIR free and voluntary act, for the uses and purposes herein set forth.

My Commission Expires DECEMBER FIFTEEN
NOTARY PUBLIC, STATE OF TEXAS
Commission Expires DECEMBER FIFTEEN

STATE OF ILLINOIS, COOK COUNTY AS:
I, *[Signature]*, Notary Public in and for said county and state do hereby certify
that GREGORY D. TURTLE AND DONNA M. TURTLE, HUSBAND AND WIFE IN JOINT TENANCY

Property of Cook County Sheriff's Office

GRACIE D. TUFTIE
DONNA M. TUFTIE
Altura in future

—Bottower
—Seal)

—Bottower
—Seal)

—Bottower
—Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Graduated Premium Rider	<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planned Limit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Other(s) [Specify]		
<input type="checkbox"/> Second Home Rider					

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this 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.

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property, without charge to Grantee; Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

applicable law provides otherwise). The notice shall specify: (a) the date the action required to cure the default; (b) the date the notice is given 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 must be cured. Not later than 30 days before the date specified in the notice, the Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph preceding, but not limited to, reasonable attorney's fees and costs of little evidence.