UNOFFICIAL COP

AFTER RECORDING MAIL TO:

 Old Kent Mortgage Company Secondary-Marketing-Operations

-Final-Documentation-

-P.-O.-Box-204

Grand-Rapids, MI 49501-0204

Lakeshera Title Agency 1111 E. Touty Avenue #120

Des Plaines, IL 60018

LOAN NO. 0931620 Affiliate No.

L5970016

97498704

bove This Line For Recording Datal

DEPT-01 RECORDING

\$31.50

T\$5555 TRAN 2299 07/10/97 16:11:00

#5402 # BJ - ※一タフー498704。

COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 3, 1997 GARY W. PIERCE. SINGLE NEVER MARRIED

. The mortgagor is

("Borrower").

). This debt is

This Security Instrument is given to WIDWEST EXPRESS MORTGAGE COMPANY.

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 615 N. MILWAUKEE SUITE 30, GLENVIEW, IL 60025 ("Lender"). Borrower owes Lender the principal sum of Ole Jundred Three Thousand Five Hundred Dollars and no/100 Dollars (U.S. \$ 103.500.00

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 August 1, 2027 . This Security Instrument secures to Lender: (a) the repayment of the debt e tidenced 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 perfor na ce of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower opes hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:

LOT 3538 IN WOODLAND HEIGHTS UNIT 8. BEING A SUBDIVISION IN SECTIONS 25 AND 26. TOWNSHIP 41 NORTH. RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE ON FEBRUARY 5. 1963. AS DOCUMENT NO. 18713628. IN COOK COUNTY. ILLINGIS. SOM CO

06-25-113-005

which has the address of

1103 SUNNYDALE BOULEVARD

STREAMWDOD [City]

Illinois 60107 [Zip Code] ("Property Address");

(Street)

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."

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0491/3014(9-90)-L PAGE 1 OF 6

FORM 3014 9/90

UNOFFICIAL COP

7-(06-6)\$10E/16\$0//TLLGPYD/D\$1

FORM 3014 9/90

ITTHOIS-SINCI'S LYNITA-HAWYLHI'MC CHIEOBW INSLECIMENT

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. s Hen which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Lander subordinaing the lien to this Security Instrument. It Lender determines that any part of the Property is subject to serate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion Borrower shall promptly discharge any lien which has prioritywover this Security Instrument unless Borrower: (a) concests in a militage to the payment of the obligation secured by moltage are manner acceptable to Lander (u) concests in

Lender receipts evidencing the psyments emounts to be paid under this paragraph. If Borrowe, makes these payments directly, Borrower shall promptly furnish to pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of Borrower shall pay these obligations in the mainer provided in paragraph 2, or if not paid in that manner, Borrower shall Property which may setain priority over this Security Instrument, and lessestold payments or ground rems. It any

Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the under paragraph 2, third, to interest due; fourth, to principal due; and last, to any late charges due under inchois. persentes 1 and 2 shall be applied: 'Itst, to any prepayment charges due under the Note; second, to amounts payable

3. Application of Payments. Unless applicable law provides otherwise, all payments received n/L mider under

sums secured by this Security Instrument.

or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale at a redit against the Upon payment in full of all sums secured by this Security Instrument, Lender shall protupily refund to Borrower any Funds hald by Lender. It, under paragraph 21 Lender shall acquire or sell the Property. Lender to the acquisition or sell the Property. Lender to the acquisition.

up the deflictency in no more than twelve monthly payments, at Lender's sole discreti m. al in such case Borrower shall pay to Lender the amount necessary to make up the Cellelency. Borrower shall make Borrower for the excess Funds in accordance with the requirements of applicable, aw. If the amount of the Funds held by Length, a say time is not sufficient to pay the Escrow lients when due, Let der hay so notify Borrower in writing, If the Funds held by Lender exceed the amounts permitted to be held of at plicable law, Lender shall account to

Funds are pledged as additional security for all sums secured by this 50.0 "Livinstrument." Funds showing credits and debuts to the Funds and the purpose tor which each debit to the Funds was made. The required to pay Borrower any interest or estraings on the Puncs. Porrower and Lender may agree in writing, however, the theorem shall be paid on the Funds. Lender shall give to Bo row it, without charge, an annual accounting of the provides otherwise. Unless an agreement is made of applicable law requires unicreat to be paid. Lender shall not be under content real catate tax reporting service used by Lenes in connection with this loan, unless applicable law permits Lender to make such a charge. However, Let at may require Borrower to pay a one-time charge for an escrow account, or verifying the Escrow items, uners I ender pays Borrower interest on the Funds and applicable law pay the Escrow Ments. Lender may not charge 2 arrower for holding and applying the Funds, annually analyzing the (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

bests of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with and bold Hunds in an amount not be exceed the lesser amount. Lender may estimate the amount of Funds due on the seq. ("RESPA") unless another law that applies to the Funds sets a lesser amount. If so, il ender may, at any time, collect exceed the maximum ar w.a. a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real East e Se licenent Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 & ... premiums These atens of called Eacrow Stems Lender may, at any time; collect and hold Funds in an amount not to yearly flood mant "we promiums, if any (c) yearly montgage insurance premiums, if any; and (f) any sums payable by borrower so Leader, in accordance with the provisions of paragraph 8, in lieu of the payment of montgage insurance pessential payments or ground rems on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly taxes and assessments which may are an property; if any; (c) yearly hazard or property insurance premiums; (d) yearly taxes and assessments which may are property; (b) yearly 10 Leader on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) 2. Funds for I axes and lasurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay,

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as

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

Morrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mortage, great and convey the Property and that the Property is unencumbered, except for encumbrances of record. BOKEOMER COMENANTS that Bostower is havitally select of the catate hereby conveyed and has the right to

TOYN NO. 0931620

LOAN NO. 0931620

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 sum 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 piven.

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 shell 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 bure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a wling 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 state nents 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 Lander's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws for regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available,

97498704

13C/CMD411/10491/3014(9-90) ITTINOIS-SINCITE LYMITA-KNIWYLHI'MC ONIEOBIN INZLIEONIENL

FORM 3014 9/90

as provided in this paragraph.

notice provided for in this Security Instrument thall be deemed to have been given to Borrower or Lender when given by that 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. Fedices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

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

institution of the Note without that Borrower's consent. BOTTOWNET MAY Agree to extend, modify, forbest of make any accommodations with regard to the terms of this Security not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lende: 3rd any other morigage, grant and convey that Borrower's inserest in the Property under the terms of this Security In crument, (b) is co signs this Security Instrument but does not execute the Note; (s) is co-signing this Security In o ment only to provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Ary Porrower who this Security Instrument shall bind and benefit the successors and assigns of Lender and Bor ov.er, subject to the

Descensors and Assigns Bound; John and Several Liability; Co-signers. The cowagns and agreements of my right or remedy shall not be a waiver of or preclude the exercise of any right or enerly. demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising time for payment or ediscraise modify amortization of the sums secured by this Se unity Instrument by reason of any interest. Lender shall not be required to commence proceedings against any su cessor in interest or retuse to extend inserset of Borrower shall not operate to release the liability of the original Jorrower or Borrower's successors in

modification of amortization of the sums secured by this Security Inst. sent granted by Lender to any successor in 11. Borrower Not Released; Forbearance By Lender Not a Walvir. Extension of the time for payment or

positions the due date of the monthly payments referred to to be agrapha! and 2 or change the amount of such Unless Lender and Borrower otherwise agree in writing any application of proceeds to principal shall not extend or

Property of to the sums secured by this Security Instrucent, whether or not then due. notice is given, Lender is authorized to collect and spply the proceeds, at its option, either to restoration or repair of the make an award or scribe a claim for damage. To respond to Lender within 30 days after the date the

if the Property is abandoned by Borrewer, or it, after notice by Lender to Borrower that the condemnor offers to

merument whether or not the sums are to due amount of the same secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provider, the proceeds shall be applied to the sums secured by this Security taking of the Property in which is fair market value of the Property immediately before the taking is less than the value of the Property in oed ately before the taking. Any balance shall be paid to Borrower. In the event of a partial to devents traction: (a) . 10, 10, 10 amount of the sums secured immediately before the taking, divided by (b) the fair market withing, the sums seewed by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the tume secured by 1 10 2 curity instrument immediately before the taking funless Borrower and Lender otherwise agree in which the fair to sea value of the Property inmediately before the taking is equal to or greater than the amount of the in the even of a total taking of the Property, the proceeds shall be applied to the aums secured by this Security in Instrument, whether of not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in

assigned and shall be paid to Lender.

sery condennation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby anation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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

in accordance with any written agreement between Borrower and Lender or applicable law. maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these Borrower shall pay to Lender each mount a sum equal to one-twelfth of the yearly mortgage insurance premium being

LOAN NO.0931620

- 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 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 Peinstate. 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 thi. 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 rein tale 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, u.c., 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 of ail 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 formaldeliyde, 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 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, 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

I2C\CMD4JII\\0431\3014(6-30) T

FORM 3014 9/96

1008-91-9 93M-013 HOISSMAN

TTINOIS-SINCTE EVWITA-LINIVALHTWC CINILORW INSLIECTURENT

S BREDESON	lizanyspaig. 2 Bstira	This Institutent was prepared by:
	Notary Public	My Commission expires:
nstrument, concered said instrument cs	GPP. mal to yeb wet sid	sersonally known to me to be the same pera- efore me this day in person, and acknowled it s / h e r. free and voluntary act, for the n Olven under my hand and official seal,
par Ajunoo pirs 10, pro uj	PIERCE SINGLE NEVER MARRIED	Trate Of allinois, I, the undersigned S. Bredessing that GARY W.
	Social Security Number Selantity Author Pelow This Live For Acknowledgment	Social Security Number [Space
(\$61) Borrower	-Bostower	
[6-8] Bostower	Social County Number	
9/8/h-25-458	Social Security Number	
	W mil	Minemee:
Aumes sun III R	spis and agrees to the terms and covenants contains Borrower and recorded with it.	BY SIGNING BELOW, Botto wer aco
☐ 1—4 Family Rider ☐ Biweekly Payment Rider ☐ Second Home Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider	ال كمانستهاك هجره Rider الله المنستهاك هجره المنستهاك المنستها المنستهاك ال
r(s) were a pair of this	s and agreements of each such idder shall be incorp- greements of this Security Instrument as if the ride ((es))	with this Security Instrument, the coverants and a smend and supplement the coverants and a Security Instrument. [Check applicable box

M. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together

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

sale of the Property. The notice shall further inform Borrower of the regat to remaints after acceleration and the right to assert in the foreclosure proceeding the non-vehicles of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cared on or before the dark specified in the notice, Lender at its option may require immediate payment in full of all sums secured by the Security lustrament without further demand and may foreclose this Security Instrument by judicial proceeding; Lender shall be suittled to collect all

es incured in paraulag the remedies provided in this paragraph \$1, including, but not limited to, able mioracys? fees and costs of title evidence.

23. Welver of Hemestead. Borrower waives all right of homestead exemption in the Property.

instrument without charge to Borrower. Borrower shall pay any recordation costs.