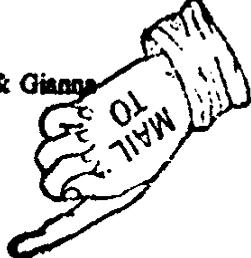


Permanent Index Number: 1503327010

Prepared by:
 Middleberg Riddle & Gianna
 2323 Bryan Street
 Suite 1600
 Dallas, Texas 75201



Return to:
 ACCUBANC MORTGAGE CORPORATION
 P.O. BOX 809068
 DALLAS, TEXAS 75380-9068

Katherine Engwall
Space Above This Line For Recording Data)

Loan No: 08647569

Borrower: KATHERINE E. ENGWALL

Data ID: 580

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 2nd day of September, 1997.
 The mortgagor is KATHERINE E. ENGWALL, AN UNMARRIED WOMAN

K.E. C. Engwall
 This Security Instrument is given to INNOVATIVE MORTGAGE FINANCIAL CORPORATION, A CORPORATION,
 which is organized and existing under the laws of the State of ILLINOIS, and whose address is 2565 NORTH
 MILWAUKEE AVENUE, CHICAGO, ILLINOIS 60647
 ("Borrower").

Borrower owes Lender the principal sum of THIRTY FIVE THOUSAND and NO/100----Dollars (U.S. \$ 35,000.00).
 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 October 1, 2027. 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 10 IN BLOCK 127 IN MELROSE, A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 39
 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

15-03-327-010

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Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice to a lessor which may attach over this Security Instrument, Lender may give Borrower a notice terminating the lease under subordination to the lien to this Security Instrument if Lender deems it necessary to operate to prevent the encroachment of the lessor; or (c) securities from the holder of the lessor an agreement to good faith to the lessor by, or deacons against encroachment of the lessor in legal proceedings which in the lessor's opinion agrees in writing to the payment of the obligation secured by the lessor in a manner acceptable to Lender; (d) contacts in writing to the lessor by, or deacons against encroachment of the lessor in a manner acceptable to Lender; (e) options to Borrower shall promptly discharge any lessor which has priority over this Security Instrument unless Borrower is to Lender reciting the payment.

amounts to be paid under this paragraph (f) Borrower makes these payments directly, Borrower shall promptly furnish Lender 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 manner provided in paragraph 2, or if not paid in full in due manner, Borrower Property which may attain priority over this Security Instrument, and leasehold payments due to Lender, as any. 4. Changes; Lien. Borrower shall pay all taxes, assessments, charges, dues and improvements attributable to the under paragraph 2; third, to increase due, fourth, to principal due; and last, to any late charges due under the Note.

paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

agreements the sums secured by this Security Instrument or sale of the property, shall apply Funds held by Lender at the time of sale of such as a credit acquisition or sale of the property, shall apply Funds held by Lender at the time of sale of such as a credit any Funds held by Lender, if, under paragraph 2, Lender shall acquire of full the property, prior to the upon payment in full of all sums secured by this Security Instrument, Lender shall apply refund to Borrower the deficiency in no more than twelve months necessary to make up the deficiency. Borrower shall make up in such case Borrower shall pay to Lender the amount necessary to pay the Escrow less when due, Lender may apply Borrower in writing, and, by Lender at any time is not sufficient to pay the Escrow less when due, Lender may apply Borrower in full to be held by Lender for the excess Funds in accordance with the requirements of application to the Note. If the amount of the Funds held by Lender is any time necessary to pay the Escrow less when due, Lender shall account to

if the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to as additional security for all sums secured by this Security Instrument credits and debts to the Funds and the purpose for which each debt is the Funds was made. The Funds are pledged shall be paid on the Funds. Lender shall give to Borrower, without cost, an annual accounting of the Funds, showing pay Borrower any interest or earnings on the Funds. Borrower will; Lender may agree to writing, however, that interest otherwise. Unless an agreement for reporting service used by Lender, i collection will be required to be paid, Lender shall not be required to independent recall calls for reporting service used by Lender, i connection with this loan, unless applicable law provides permits Lender to make such a charge. However, may require Borrower to pay a fee-time charge for an escrow account, or verifying the Escrow less, unless, under pay Borrower interest on the Funds and applicable law to pay the Escrow less. Lender may do other for holding and applying the Funds, usually applying the Funds including Lender, if Lender is such an institution, base deposits are insured by a federal agency, instrumentality, or entity which applies law.

The Funds shall be held in an institution, base deposits are insured by a federal agency, instrumentality, or entity on the basis of current data and reasonable estimates of expenditures of future Escrow [cons of otherwise in accordance on the maximum amount, to exceed the lesser amount. Lender may estimate the amount of Funds due collect and hold Funds in an amount, to exceed the lesser amount. Lender may collect a lesser amount, if so, Lender may, if any time, pay ("RESPA"), unless another, until applies to the Funds sets a lesser amount, if so, Lender may, if any time, under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. The items are called Escrow items, Lender may apply maximum amount mortgagel loan may require for Borrower's escrow account to exceed the maximum amount a lender for a Federally related mortgage loan in an amount due premiums. These items are called Escrow items, Lender may, if any time, collect and hold Funds in an amount due Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage interest by yearly float measure, per minute, if any, (c) yearly mortgage insurance premium, if any, and (d) any sum payable by yearly leasehold premium or ground rents on the property, if any, (e) yearly hazard or property insurance premium, (b) yearly items, and assessments which may attain priority over this Security Instrument as a lessor in full, a sum ("Funds") for pay to Lender, on the day monthly payments are due under the Note, until the Note is paid in full, Borrower shall 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note, 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due Unforeseen COVENANTS. Borrower and Lender covenant and agree as follows:

This Security Instrument contains covenants for national use and non-national covenants with limited variations by jurisdiction to constitute a uniform instrument covering real property. This Security Instrument contains covenants of record Borrower warrants and will defend generally the title to the property against all claims and demands, subject to any mortgage, grant and convey the property and that the property is undivided, except for covenants of record, and has the right to institute All of the foregoing is referred to in this Security Instrument as the "Property".

Toother with all the improvements now or hereafter created on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security and fixtures now or hereafter created on the property, and all easements, appurtenances, improvements now or hereafter created on the property, and all additions shall also be covered by this Security.

which has the address of 1101 NORTH 22ND AVENUE, MRURSE PARK, (Property Address) 60160 (Zip Code) Illinois

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.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

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

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

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

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

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

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Loan No.: 08647569

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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 "electrical coverage" and any other hazard, 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 unreasonable. Lender may require that to maintain coverage under the insurance, Borrower shall provide a certificate of insurance covering the improvements now existing or hereafter erected on the Property, insuring for at least one year after the date of acquisition and shall continue to occupy the Property as Borrower's principal residence after the execution of this Security Instrument and for a period of not less than six months. Borrower shall not extend any application of proceeds to principal reductions of the Property damaged in writing, except where otherwise agreed in writing, unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal reductions of the Property damaged in writing, shall not exceed the amount of principal of the Property outstanding.

6. **Occupancy, Precision, Maintenance.** Unless Lender is satisfied with all the provisions of the Security Instrument, or if the Security Instrument is not in conformity with law, it shall not affect the rights of Lender to foreclose or otherwise collect the principal and interest due on the Note and the interest accrued on it, but it may affect the right of Lender to sue for damages resulting from any violation of the Security Instrument.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements made under this paragraph, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph, shall become additional debt of Lender secured by securing payment from the Note or any other instrument, unless Borrower and Lender agree to otherwise, within the time specified in the Note, payable, with interest, upon notice from Lender to Borrower that Security instrument is no longer effective. Lender will accept, the same and certain like premium as a premium required to obtain coverage equivalent to the mortgage insurance coverage not available, from an ultimate mortgagor borrower approved by Lender. If subsequently equivalent to the cost to Borrower of coverage available to Lender loses its effect, at the option of Lender, less receive in lieu of mortgage insurance. Losses received by Lender may no longer be required, at the option of Lender, when the insurance coverage ceases to be in effect. Lender will accept, the same and certain like premium as a premium required to obtain coverage equivalent to the mortgage insurance coverage not available, from an ultimate mortgagor borrower approved by Lender. If subsequently equivalent to the cost to Borrower of coverage available to Lender loses its effect, at the option of Lender, less receive in lieu of mortgage insurance.

8. **Mortgage Insurance.** If Lender received mortgage insurance as a condition of making the loan recited by this paragraph 7, Lender shall be liable to pay the premiums required to maintain the mortgage insurance instrument, to the extent of liability equivalent to the premium of permanent, the amounts that shall bear interest from the date of disbursement by Lender under this paragraph 7, shall become additional debt of Lender secured by Security instrument. Unless Borrower and Lender agree to otherwise, within the time specified in the Note, pay able, with interest, upon notice from Lender to Borrower that Security instrument is no longer effective. Lender will accept, the same and certain like premium as a premium required to obtain coverage equivalent to the cost to Borrower of coverage available to Lender. If subsequently equivalent to the cost to Borrower of coverage available to Lender loses its effect, at the option of Lender, less receive in lieu of mortgage insurance.

9. **Deficiency Judgment.** If the Note and Lender's rights under the Note merge in writing, the lender shall file a complaint with all the provisions of the Property as a principal residence, in connection with the loan evidenced by the Note, including but not limited to, representations concerning the value of the Property (such as a proceeding in bankruptcy, probable, for example, a sale for taxes or legal proceedings that may signifi cantly affect Lender's rights in the contiguous Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the contiguous Security instrument or Lender's right to receive information or statements from Borrower, during the continuation of the relationship), or concerning the loan application or statement of account or Lender's security interest, to Lender (or failed to provide Lender with any access, save materially) shall cause the Note and Lender's rights to merge in writing, Lender agrees to the merger in writing, and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Waiver of Subrogation.** Borrower shall file a complaint with all the provisions of the Property as a principal residence, in connection with the loan evidenced by the Note, including but not limited to, representations concerning the value of the Property (such as a proceeding in bankruptcy, probable, for example, a sale for taxes or legal proceedings that may signifi cantly affect Lender's rights in the contiguous Security instrument or Lender's right to receive information or statements from Borrower, during the continuation of the relationship), or concerning the loan application or statement of account or Lender's security interest, to Lender (or failed to provide Lender with any access, save materially) shall cause the Note and Lender's rights to merge in writing, Lender agrees to the merger in writing, and the fee title shall not merge unless Lender agrees to the merger in writing.

11. **Waiver of Contribution.** Borrower shall file a complaint with all the provisions of the Property as a principal residence, in connection with the loan evidenced by the Note, including but not limited to, representations concerning the value of the Property (such as a proceeding in bankruptcy, probable, for example, a sale for taxes or legal proceedings that may signifi cantly affect Lender's rights in the contiguous Security instrument or Lender's right to receive information or statements from Borrower, during the continuation of the relationship), or concerning the loan application or statement of account or Lender's security interest, to Lender (or failed to provide Lender with any access, save materially) shall cause the Note and Lender's rights to merge in writing, Lender agrees to the merger in writing, and the fee title shall not merge unless Lender agrees to the merger in writing.

12. **Waiver of Subrogation.** Borrower shall file a complaint with all the provisions of the Property as a principal residence, in connection with the loan evidenced by the Note, including but not limited to, representations concerning the value of the Property (such as a proceeding in bankruptcy, probable, for example, a sale for taxes or legal proceedings that may signifi cantly affect Lender's rights in the contiguous Security instrument or Lender's right to receive information or statements from Borrower, during the continuation of the relationship), or concerning the loan application or statement of account or Lender's security interest, to Lender (or failed to provide Lender with any access, save materially) shall cause the Note and Lender's rights to merge in writing, Lender agrees to the merger in writing, and the fee title shall not merge unless Lender agrees to the merger in writing.

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Data ID: 580

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.

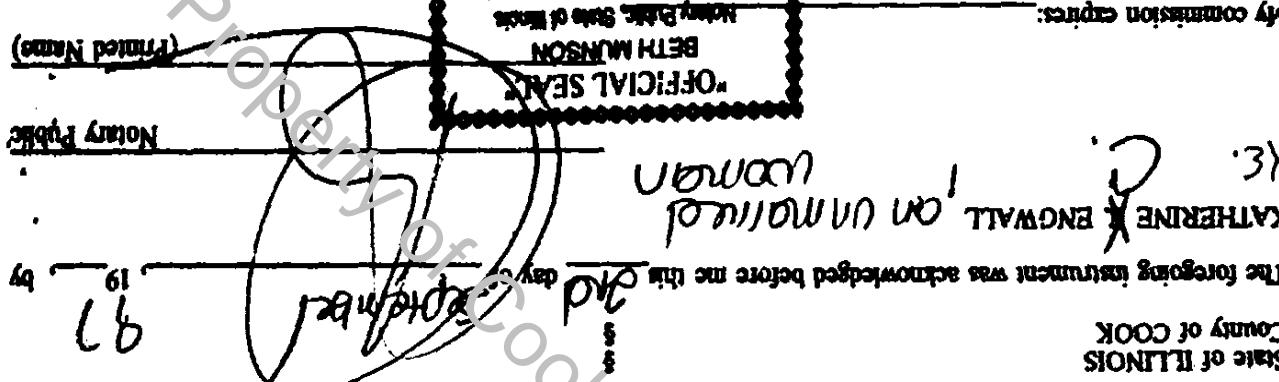
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, 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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

KATHERINE ENGWALL — Borrower


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

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduate Rider
- Planned Unit Development Rider
- Bi-weekly Payment Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) (Specify) _____
- Balloon Rider

Instrument (Check applicable box(es))
with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall become a part of this Security
Instrument if one or more riders are executed by Borrower and recorded together
22. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument of all rights to Borrower. Page 6 of 6
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