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PREPARED B

Byron Johnson

RECORDING REQUESTED BY A WHEN RECORDED, MAIL TO:

SIOUX FALLS SERVICING CENTER 4909 EAST 26TH STREET,

SIOUX FALLS, SD 57110

COOK COUNTY RECORDER

JESSE WHITE ROLLING MEADOWS RECORDING 35.00 MAIL 0.50

97880122

Account Number: 940-2-390-40474:

#### **NOVUS Financial Corporation**

#### ILLINOIS MORTGAGE

THIS Mortgage is made

by the Mortgagor (herein "Borrower"

with the Property Vesting/Relationship of

whose malling address is

and given to the Mortgagee (herein "Lender")

November 14, 1997

RALPH SHERMAN, JR. and KIM G. SHERMAN

**HUSBAND AND WIFE** 

317 Edgemont Lane Flark Ridge, IL 60068

NOVUS Financial Corporation 2215 SANDERS ROAD SUITE 300 NORTHUSOOK, IL 60062

#### THIS AGREEMENT IS A FIRST MORTGAGE.

AMOUNT SECURED: Seven Hundred Five Thousand and 00/100 (\$703,000.00).

Borrower owes Lender the principal sum of Seven Hundred Five Thousand and 00/100 Dollars (U.S. \$705,000,00). This debt is evidenced by Borrower's note dated the same say as this ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 14, 2027. This Mortgage (hereinafter referred to as "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 socurity 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 sorvey to the Lender the following described property located in Cook COUNTY, ILLINOIS:

LOT 18 IN BLOCK 12 IN ARTHUR T. MC INTOSH & COMPANY'S HOME ADDITION IN PARK RIDGE, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12, (EXCEPT THE NORTH 350 FEET THEREOF) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

which has the address of ("Property Address").

235 North Washington Park Ridge, IL 60068

Property Tax Index Number:

0925318001

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 the foregoing is referred to in this Security Instrument as the ("Property").

Borrower covenants that Borrower is lawfully selsed of the estate hereby conveyed and has the right to mortgage; grant and convey the Property and that the Property is unencumbered, except for the encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This Security Instrument combines uniform covenants for national use and non-uniform covering swith limited variations by jurisdiction to constitute a uniform security instrument governing real Property.

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

- 1. Payment of Principal and Interest; Other Charges Borrower shall promptly pay when due the principal or and interest on the debt evidenced by the Note and any prepayment, late charges, and other charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written wriver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may 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 montaling 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 "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the miximum amount a lender for a federally related no rigage loan may require for Borrower's escrov account under the federal Real Estate Settlement Procedure) Act of 1974 as any indeed from time to time, 12 U.S.C. § 250 et seq. ("RESPA"), unless another law that explicate to the Funds sets a lesser amount. If so, Lender may at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis if current date and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

Instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Agency Instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Lear Bank. Lender shall apply the Funds to pay the Escrow items. Lender inay not charge Borrower for holding and applying the Funds, annually analyzing the escrow account or reritying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law point's Lender to make such a charge However, Lender may require Borrower to pay a one-time charge for an independent real estate the reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an unnual accounting of the Funds, showing credits and debits of the funds and the purpose for which each confit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law condersity account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at 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 monthly payments, at Lender's sole discretion.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lencher under paragraphs 1 and 2 hereof 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 other charges due under the Note.

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4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain 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. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the ilen 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 attain priority over this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

5. Hazard Insurance. Perrower shall keep the improvements now existing or hereafter erected on the Property insured against to solv fire, hazards included within the term "extended coverage," and any other hazards, including floods or moding, 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 soverage 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 soul 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 someward abandons the Property, or does not answer within (30) days a notice from Lender that the insurance carrier offers 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 that due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of procedus, o 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, Barrower's right to any insurance policies and proceeds resulting from damage to the Property prior to acquisition anall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy and Use, 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 22, 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

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impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall a so be in default if Borrower, during the 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 Idian 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 set title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower falls to perform any of the covenants or 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 fortetture or to enforce has 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 attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender the not have to do so:

Any amounts disburged by Lender under this paragraph 7 shall become additional detat 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 Lend ir requires 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 primiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cust substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender, will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve proments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount end of the period that Lender requires) provided by an insurer approved by Lender again becomes available end is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to revide a loss reserve, until the requirement for mortgage insurance ends in accordance with any writter, exceement 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 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 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 sures secured by this Security Instrument, whether or not then due, with the 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 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.

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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 falls 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 amounts of such payments.

- 11. Borrowal 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 in 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 and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude one exercise of any right or remedy.
- 12. Successors and Assigna Jound; 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 recrigage, 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 or 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 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 absent to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This form of 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 it's 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.

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if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or malled 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 to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Sale of Note; Change of Loan Servicer. The Note or partial interest in the Note (to gether with this Security Instrument) may be sold one or more times without prior notice to Borrowe. A sale may moult 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 change in accordance with paragraph 14 above and applicable law. The notice will also address of the new I can Servicer and the address to which payments should be made. The notice will also contain any other of mation required by applicable law.
- 19. Hazardous Submines. 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 sentences that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lence: written notice of any investigation, claim, demend, lawsuit or other action by any governmental or regulatory a series or private party involving the Property and any Haza dous Substance or Environmental Law of which Society has actual knowledge: it Borrower learns, or is nutified Substance or Environmental Law of which Society removal or other remediation of any Haza dous by any governmental or regulatory authority, the say removal or other remediation of any Haza dous by any governmental or regulatory authority, the say removal promptly take all necessary remedial actions. Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 19, "Hazardous Substances" are those substances defined as toole or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other hazardous substances: gasoline, kerosene, gasoline, kerosene, gasoline, ke

20. Post Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure, shall be the rate stated in the Note; if the State does not parmit the Lender to charge the Note rate, then the judgment rate required under apply a shall apply.

Any advances made by the Lender after a judgment is entered on the Note or is an action of mortgage to reclosure, including but not limited to payments of insurance premiums and ree! estate taxes, shall become additional indebtedness of the Borrower and shall continue to be the obligation, of the Borrower until the indebtedness is paid in full.

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

21. Acceleration; Remedies. Except as provided in paragraph 17 hersof, upon Borrovier's breach of any covenant or agreement of Borrower in this Security Instrument, including covenants to pay when due any sums secured by this Security Instrument, or if a Default occurs under the Piedge and when due any sums secured below, as amended from time to time lender prior to acceleration Security Agreement referenced below, as amended from time to time lender prior to acceleration shall give notice to Borrower as provided in paragraph 14 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice action required to cure such breach must be cured; and (4) that failure to cure such breach is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach 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 essert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to

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acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

- 22. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Security Instrument, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to ninety (90) days from the date Borrower (i) has served with a summons or by publication, or (ii) has otherwise submitted to the jurisdiction of the court, winchever date is later, it: (a) Borrower pays Lender all sums which would be then due under this Security Instrument had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Security Instrument; and in enforcing Lender's remedies as provided in paragraph 21 hereof including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the Lan of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 23. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to an acceleration under paragraph 21 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 21 herod of abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and collect the rents of the Property including those past Jub. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument. The receiver shall be liable to account only for rents actually received.

- 24. Release. Upon payment and discharge of all sums secured by this Security Instrument, this Security Instrument shall become null and void and Lender shall release this Security Instrument without charge to Borrower shall pay all costs of recordation, if any.
- 25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 26. Pledge and Security Agreement. A Pledge and Security Agreement has been entered into as of November 6, 1997 between <u>RALPH SHERMAN</u>, JR. and KIM SHERMAN and Lender. The rights of the Lender under the Pledge and Security Agreement are in addition to, and do not limit, the rights cuttre Lender under this Security Instrument.
- 27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [applicable rider(s) shown checked below.]

Condominium Rider	Second Home Rider
1-4 Family Rider	Adjustable Rate Rider
Planned Unit Development Rider	Bridge Loan Rider

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