

RECORD AND RETURN TO:
KEY MORTGAGE SERVICES, INC.

576 LINCOLN AVENUE
WINNETKA, ILLINOIS 60093

Prepared by:
RICHARD NASH
WINNETKA, IL 60093

7810035786

(6)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 25, 1997** . The mortgagor is **MICHAEL R. DEPALMA, SINGLE, NEVER MARRIED** and **CRAIG A. SULLIVAN, SINGLE, NEVER MARRIED**

("Borrower"). This Security Instrument is given to **KEY MORTGAGE SERVICES, INC.**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **576 LINCOLN AVENUE**
WINNETKA, ILLINOIS 60093 ("Lender"). Borrower owes Lender the principal sum of **TWO HUNDRED TWO THOUSAND THREE HUNDRED FIFTY AND 00/100**

Dollars (U.S. \$ **202,350.00**).

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 **DECEMBER 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:

THE EAST 33 FEET OF THE WEST 40 FEET OF LOT 17 IN BLOCK 6 IN F. H. DOLANDS SUBDIVISION IN ROGERS PARK, IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

11-30-423-018-0000

1st AMERICAN TITLE order # 014944 Caw

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Parcel ID #:

which has the address of **1732 WEST TOUHY AVENUE, CHICAGO**
Illinois 60626 [Street, City],
ILLINOIS Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 8/90 [Zip Code] ("Property Address");
Amended 8/96
100-8414 (0608)

[Street, City],

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Form 3014 8/80

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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 replacement and addition shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property to the title to the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend grantee fully the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform Security instrument covering real property.

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

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by this Note and any payment and late charges due under the Note.
2. Funds for Taxes and Interest. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasedhold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of para-graph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Borrower Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount allowed by law relating to collection of debts due to this loan, unless otherwise directed by law providing the Funds, unusually multiplying the security account, or verifying the Borrower Items. Lender may require Borrower to hold back for holding and applying the Funds, unusually multiplying the security account, or including Lender, if Lender is subject to section 81 (sic) of the law.

The Funds shall be held in an account which applies to this Note, in accordance with applicable law.

Borrower items or otherwise in accord with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimate of future Borrower Items or other items in accordance with applicable law.

Lender may deduct from its to the tune of \$100.00, U.S.C. Section 2601 et seq. ("RSPA"), unless another law that applies to the Funds requires another to pay Borrower attorney fees or legal expenses.

974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RSPA"), unless another law that applies to the Funds results 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, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loans, as required by Borrower to pay Borrower attorney fees or legal expenses.

Borrower Items, unless Lender pays Bor to pay Borrower attorney fees or legal expenses, unless another law permits Lender to make such a charge. However, Lender may require Borrower to pay Borrower attorney fees or legal expenses for an independent real estate tax reporting service.

Upon payment of principal, all sums secured by this Security instrument, Lender shall account to Borrower any balance monthly payments, as Lender's sole discretion.

If the Funds were made available to Lender to pay off the Fund held by Lender at the time of acquisition of sale as a credit against the acquisition or sale of the property, shall apply any Funds held by Lender to sell the Property, Lender, prior to the acquisition of sale of the property, shall acquire or sell the Property, Lender, prior to the acquisition of sale of the property, shall provide for the payment of principal, interest and any other amounts due under the Note.

4. Charges Lender, Borrower shall pay all taxes, assessments, charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

2. Borrower shall promptly discharge any lien which has priority over this Security instrument during the payment of this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to acquisition of the lien; or (c) securities from the holder of the lien in agreement satisfactory to Lender, or before proceedings of the lien, or (d) legal proceedings which in the Lender's opinion operate to prevent the Borrower's ability to discharge his liability over this obligation secured by the lien in a manner acceptable to Lender; (e) consent in good faith to the writing to do payment of the payment of the property over this Security instrument and lessor Borrower: (a) agrees in writing to do payment of the property over this Security instrument as the holder receives dividends during the payment.

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

to the person owing payment, Borrower shall provide all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly which may result priority over this Security instrument, and lessor old paid by Lender, if any, Borrower shall pay which may result priority over this Security instrument, changes, fees and liquidations attributable to the Property.

4. Creditors Lender, Borrower shall pay all taxes, assessments, changes, fees and liquidations resulting the payment.

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

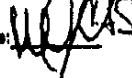
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's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

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

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

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

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

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or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless otherwise provided otherwise than requires use of another method. The notice shall be directed to the Property Address in by first class mail unless otherwise provided for in this Security Instrument shall be given by deliverying it or by mailing preparation charges under the Note.

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

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

16. Security Interest. (a) Lender has a security interest in the property or equipment described in the Note and (b) Borrower's interest in the Property under the terms of this Security Instrument; (c) is not personalty obligated to pay the same instrument but does not exceed the amount necessary to pay the amount necessary to pay the amount necessary to convey the instrument, but does not exceed the amount necessary to join and sever. Any Borrower, subject to the provisions of paragraph 17, Borrower's covenants and agreements of Lender and Borrower, subject to the provisions of Security Interest in the instrument shall bind and benefit the successors and assigns of Lender and Borrower, except that the instrument shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to exercise any right or remedy.

17. Successors and Assigns Bound; Joint and Several Liability; Co-signer. The covenants and agreements of this Security Interest in the instrument shall be binding on Lender and Borrower, subject to the provisions of this paragraph. Joint and several liability of Lender and Borrower to pay the amounts due under the Note and (b) Borrower shall not be liable for payment of any right or remedy.

18. Borrower Not Responsible for Payments made to Lenders 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or succeed by this Security Interest, whether or not this is authorized to collect and apply the proceeds, as its option, either to respond to Lender within 30 days after the date the note is given, award of settle a claim for damages, Borrower shall be liable to Lender in the amount received immediately before the fair market value of the security instrument before the taking, divided by (b) the fair market value of the property immediately before the taking, multiplied by the following fraction: (a) the total amount of the sum secured by this Security Interest, 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 condominium offers to make an offer to settle a claim for damages, Borrower shall be liable to Lender within 30 days after the date the note is given, award of settle a claim for damages, Borrower shall be liable to Lender in the amount received immediately before the fair market value of the security instrument before the taking, divided by (b) the fair market value of the property immediately before the taking, multiplied by the following fraction: (a) the total amount of the sum secured by this Security Interest, whether or not the sums are then due.

In the event of a total taking of the property, the proceeds shall be applied to the sums received by this Security Interest, whether or not the property paid to Lender, 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, multiplied by the following fraction: (a) the total amount of the sum secured by this Security Interest, whether or not the sums are then due.

19. Condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

20. Co-signer. Lender or its agent may make reasonable entries upon and inspect parts of the Property. Lender shall give instructions in accordance with any written agreement between Borrower and Lender or applicable law.

Borrower agrees to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance is no longer required, at the option of Lender, if mortgage becomes available and is obtained. Borrower shall pay the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the period of the mortgage provided by Lender approved by Lender, if mortgage coverage (in the amount and for the period of coverage) is no longer required, at the option of Lender, to pay the year's premium being paid by Borrower when the insurance coverage is terminated. Loss reserve be in effect. Lender will accept, use and retain those payments as a loss reserve in lieu of mortgage insurance. Loss reserve cost to Borrower of the mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to substantially equivalent mortgage insurance coverage in effect, from an alternative mortgage insurer approved by Lender. If obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

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

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

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

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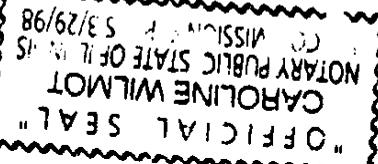
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-ERIE, PA 16428



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My Commission Expiration:

Given under my hand and official seal, this
25 day of November, 1997.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
personally known to me to be the same person whose name(s)
is/are subscribed to this instrument.

CHARLES R. DEPALMA, SINGLES, NEVER MARRIED
and
CHARLES A. SULLIVAN, SINGLES, NEVER MARRIED
do hereby certify
that the above signatures
are Notary Public in and for said County and state do hereby certify

STATE OF ILLINOIS, COOK
County of
Notary Public
(Seal)

Borrower
(Seal)

CHARLES A. SULLIVAN
Borrower
(Seal)

Borrower
(Seal)

MICHAEL R. DEPALMA
(Seal)

Borrower
(Seal)

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

Witnesses:

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the conventions and agreements of each such rider shall be incorporated into and shall amend and supplement
the conventions and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
 Adjustable Rate Rider
 Graduated Payment Rider
 balloon Rider
 VA Rider
 Second Home Rider
 Biweekly Payment Rider
 Biweekly Investment Rider
 Codominium Rider
 Family Rider

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
without charge to Borrower. Lender shall pay any recordation costs.
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

- (d) This failure to cure the default on or before the date specified in the notice may result in acceleration of the entire
balance Borrower of this Security Instrument, foreclose by judicial proceeding and sale of the Property. The foreclosure proceedings
shall be conducted by the right to repossess after acceleration and the right to assert in the foreclosure proceedings the
same rights as the holder of the note to accelerate and foreclose. If the notice above provides
for acceleration of a default or any other default of Borrower to acceleration and foreclosure. If the default is not cured as
secured by this Security Instrument, Lender, at its option, may require immediate payment in full of all sums
or before the date specified in the notice, Lenders, at its option, may require immediate payment in full of all sums
secured by this Security Instrument, including preacceleration and sale of the Property. The notice above
provides Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
securing 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
without charge to Borrower. Lender shall pay any recordation costs of title evidence.
- (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
any applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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