

# UNOFFICIAL COPY

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4799/0006 30 001 1997-12-17 08:19:45  
Cook County Recorder 35.00

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage  
Corporation  
1350 E. Touhy Ave. Suite 160W  
Des Plaines, IL 60018

AP#  
LN# 571423

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 12, 1997 . The mortgagor is  
VILLA PARK TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST  
AGREEMENT DATED FEBRUARY 23, 1988 & KNOWN AS TRUST NUMBER  
1748

(Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B., A Corp. of the  
United States of America , which is organized and  
existing under the laws of The United States of America , and whose address is  
4242 N. Harlem Ave., Norridge, IL 60634

("Lender"). Borrower owes Lender the principal sum of One Hundred Forty Eight Thousand Five  
Hundred Dollars and no/100 Dollars

(U.S. \$ 148,500.00 ). This debt is evidenced by Borrower's note dated the same date as this  
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due  
and payable on January 1, 2028 . 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 11 BLOCK 5 IN COUNTRY GROVE UNIT 2, BEING A SUBDIVISION OF PART OF THE  
SOUTHWEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 10, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

07-19-302-011-0000 ,

,  
which has the address of

2416 Fabish Court  
[STREET]

Schaumburg  
[CITY]

Illinois 60193 ("Property Address");  
[ZIP CODE]

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT  
ISC/CMDTIL//0894/3014(0990)-L TRUST PAGE 1 OF 8

FORM 3014 9/90

BOX 333-CTI

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT FORM 3014 9/90

2. Funds shall be held in trust for Taxes and Insurance. 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 (c) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property, if any, (b) yearly leasehold payments of ground rents on the Property, if any, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any, (e) yearly mortgage hazard or property 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 maximum amount under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time. U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies 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 of current data and reasonable estimates of expenses and otherwise in accordance with applicable law.

The Funds shall be held in an institution whose facilities are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an entity) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, naturally analyzing the Escrow account, or otherwise holding the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits, unless Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applies otherwise. Unless an agreement is made or applicable law requires Lender to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, showing credits and debts to the Funds and the purpose for which each annual accounting of the Funds, Lender shall give to Borrower, without charge, an annual statement that interest shall be paid on the Funds. Lender shall pay to the Escrow Items when due, Lender accounts to 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 months after the date of the Funds held by Lender, if the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the Funds held by Lender for the excess funds in accordance with the requirements of applicable law.

1. PAYMENT OF PRINCIPAL AND INTEREST; REPAYMENT AND LATE CHARGES. Borrower shall promptly pay when due all principal and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL EASEMENTS, APPURTENANCES, AND FIXTURES NOW OR HEREAFTER ERECTED 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 AND THAT THE PROPERTY IS UNENCUMBERED, EXCEPT FOR  
ENCUMBRANCES OF RECORD. BORROWER WARRENTS 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 CONVENTIONS FOR NATIONAL USE AND NON-UNIFORM  
COVENANTS WITH LIMITED VARIATIONS BY JURISDICTION TO CONSTITUTE A UNIFORM SECURITY INSTRUMENT COVERING REAL  
PROPERTY.

AP# MCLAUG, P5714231

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

**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; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**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 lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may 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 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.

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8. Mortgage Insurance. If Lender requires mortgagor to make the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect, for any reason, the mortgage insurance coverage required by Lender ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Lender. If substantial liability insurance previously in effect, from an alternate, drugage insurance insurable or the mortgage insurance provided by Lender, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium 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 payable in monthly installments as an option of Lender, if mortgage insurance coverage (in the amount and for the period of time specified) becomes available and is obtained by Lender, at the option of Lender, in lieu of mortgage insurance. Lender may no longer be liable for the premium required to maintain the mortgage insurance coverage until the premium is paid by Borrower. Lender may require Borrower to pay the premium required to maintain the mortgage insurance coverage until the premium is paid by Borrower.

9. Inspection. Lender or his 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.

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 bankruptcy, probate, or condemnation or foreclosure 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 fees and expenses secured by a lien which has priority over this Security Instrument, appearing in court, paying attorney fees and entering into a decree, shall bear interest from the date of disbursement until the Note rate and shall be payable. With amounts secured by this Security Instrument unless Borrower agrees to other terms of payment, these amounts shall bear interest from the date of disbursement until the Note rate and shall be payable. Within interest, upon notice from Lender to Borrower requesting payment.

6. **Occupancy, Reservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasesholders.** 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. Otherwise, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless Lender deems it necessary, whether civil or criminal, to begin suit in Lender's good faith judgment to recover any forfeiture of property to defraud, or commit waste on the Property, Borrower shall be liable for damages or impairment of the Property, all other expenses in connection therewith, and attorney's fees and costs of suit. 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 liable for any forfeiture action or proceeding, whether civil or criminal, if Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the Lender's interest in the Property instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by ceasing 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 default by the Lender created by this Security Instrument or otherwise. Borrower shall be liable for any damages resulting from the Lender's reasonable efforts to collect the amount due under this Security Instrument or to protect the Lender's interest in the Property. Lender's interest in the Property shall be protected by this Security Instrument notwithstanding any provision of law to the contrary.

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**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.

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20. **Hazardous Substances**. Borrower shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances 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

19. Sale of Note; Change of Loan Servicer. The Note or a parallel interest in the Note, together with this Security Instrument may be sold one or more times without prior notice to L/C C眾er. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments under the Note and this Security Instrument. There also may be one or more changes of servicer under the Note or a change in the Note. If there is a change of the Loan Servicer, Borrower will be given written notice and address of the new Loan Servicer and the address to which payments should be made. The name and address of the new Loan Servicer and the address to which payments should be made. The notice of this 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.

18. Borrower's Right to Remonstrate. If Lessor meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument stayed 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 against this Security Instrument. These conditions are that Borrower: (a) pays Lessor 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; and the Note as if no acceleration had occurred.

19. Acceleration Under Paragraph 17. If no acceleration had occurred, however, this right to remonstrate as if no acceleration had occurred. However, this right to remonstrate shall not apply in the case of enforcement by Borrower. This Security Instrument and the obligations secured hereby shall remain fully enforceable as if no acceleration had occurred.

17. Transfers 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, regardless of whether or not Lender has exercised its right to accelerate the note. If Lender exercises its right to accelerate the note, 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 to the further notice or demand on Borrower.

16. **DICTOWER'S COPY.** Borrower shall be given one conformed copy of the Note and of this security instrument.

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 the extent that any provision of this Note is held invalid or unenforceable, the remaining provisions of this Note and the provisions of this Security Instrument shall remain in full force and effect.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary Address of 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 designs 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.

AP# MCLAUG, P5714231

LN# 5714231

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

*Patricia Montgomery*  
Patricia Montgomery, Ass't. Secretary

*J. R. James* (SEAL)  
VILLA PARK TRUST AND SAVINGS & L. I. BORROWER  
BANK AS TRUSTEE UNDER TRUST  
AGREEMENT DATED FEBRUARY 23,  
1988 & KNOWN AS TRUST NUMBER  
1748

This document is executed by the Villa Park Trust & Savings Bank, not personally, but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained, shall be construed as creating any liability on the said Villa Park Trust & Savings Bank personally to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right hereunder. [Space Below This Line For Acknowledgment]

STATE OF ILLINOIS COOK

County ss:

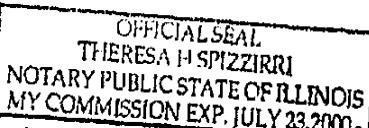
I, Theresa H. Spizzirri, a Notary Public in and for said county and state do hereby certify that

Thomas James, Sr. Vice President & Patricia Montgomery, Ass't. Secretary, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of December, 1997.

My commission expires:

*Theresa H. Spizzirri*  
Notary Public



This instrument was prepared by Jane Shea

Address: 1350 E. Touhy, Suite 280 West  
Des Plaines, IL 60018

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- |  |  |   |   |   |   |  |   |  |                                    |   |
|--|--|---|---|---|---|--|---|--|------------------------------------|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> HDA Rider | <input type="checkbox"/> Other(s) [Specify] _____ |
|--|--|---|---|---|---|--|---|--|------------------------------------|---|

24. Rides 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. [Check applicable box(es)]

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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

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; (d) Borrower, by which the default must be cured; and (e) that failure to cure the default 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 his right to remit satisfaction and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to accelerate or foreclose. If the defense is asserted, Lender shall be entitled to collect all expenses incurred in pursuing the remedy provided in this paragraph, but not limited to, reasonable attorney's fees and costs of title evidence.

Susstances 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 action by any governmental or regulatory agency of which Borrower has actual knowledge. If Borrower learns of any Hazaridous Substance or Environmental Law of which Borrower has actual knowledge, if Borrower learns of any Hazaridous Substance in accordance with Environmental Law, or if Borrower has any knowledge of any remedial actions in accordance with Environmental Law, Borrower shall promptly take all necessary

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, materials 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.

AP# MCCLASSE, JESUS 14231  
DN# 5/15/2021