

# UNOFFICIAL COPY

LOAN: 7810814839



RECORD & RETURN TO:  
FIRSTAR HOME MORTGAGE CORPORATION  
1550 EAST 79TH STREET  
BLOOMINGTON, MN 55425

9290008083

Prepared by:  
LAURA GLOCKNER  
FIRSTAR HOME MORTGAGE CORPORATION  
1550 EAST 79TH STREET  
BLOOMINGTON, MN 55425

DEPT-01 RECORDING \$31.50  
T60014 TRAN 0242 01/02/97 13:47:00  
44225 + JW \*-97-000084  
COOK COUNTY RECORDER

## MORTGAGE

3150  
BG

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 26, 1996

The mortgagor is

RUSSELL MINGHETTINO AND STELLA MINGHETTINO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

FIRSTAR HOME MORTGAGE CORPORATION  
which is organized and existing under the laws of THE STATE OF WISCONSIN  
address is 809 SOUTH 60TH STREET, SUITE 210, WEST ALLIS, WI 53214 . and whose  
(Lender). Borrower owes Lender the principal sum of  
ONE HUNDRED THIRTY SEVEN THOUSAND NINE HUNDRED AND NO/.00

Dollars (U.S. \$ 137,900.00 ).  
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, 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 WEST 35 FEET OF LOT 130 IN MONTCLARE GARDENS SUBDIVISION OF  
THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

4209574 108 /JW

9760008083

which has the address of 6943 W NELSON STREET, CHICAGO  
Illinois 60634 [Zip Code] ("Property Address");

(Street, City).

ILLINOIS -Single Family - FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Amended 5/91  
S-1M JAM  
-SR(IL) (9502)



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Form 5000-200  
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Borrower shall pay within 10 days of the giving of notice.  
of the actions set forth above within 10 days of the giving of notice.  
Security Instrument, Lender may give Borrower a notice terminating the lease. Borrower shall notify the lessor or other one of notice  
Security Instrument if Lender determines that any part of the Property is subject to a lessor which may render payment over the  
lessor's claim of the lessor, or (c) receives from the holder of the lessor an agreement satisfactory to Lender terminating the lessor's claim  
by, or decides against continuation of the lessor, in legal proceedings which in the Lender's opinion relate to prevent the  
transfer to the purchaser of the disposition caused by the lessor in a manner acceptable to Lender; (d) receives a good faith opinion that  
Borrower shall promptly discharge any lessor which has priority over this Security Interest unless Borrower: (a) agrees to  
Borrower makes these payments directly, Borrower shall promptly furnish to Lender records evidencing the payments.  
Borrower owned property Borrower shall promptly furnish to Lender all notices of motions to be held under this paragraph. If  
dispositions in the manner provided in paragraph 2, or it not paid in due manner, Borrower shall pay claim on due date to the  
which may claim priority over this Security Interest, and leasehold payments of ground rents, if any. Borrower shall pay the  
. Charges; Lessor, Borrower shall pay all excess, assessments, charges, rates and impositions applicable to the Property  
dated, to interest due, forth, to principal due, and last, to any late charges due under the Note.  
1. and 2 shall be applied; first, to any prepayments charges due under the Note, second, to amounts payable under paragraph 2;  
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs  
Security instrument.

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

Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twenty  
not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay  
the excess Funds in accordance with the requirements of applicable law. If at a time of the Funds held by Lender at any time is  
Lender to be paid, Lender shall not be required to pay Borrower any interest or carryings on the Funds. Borrower and  
Lender in connection with this loan, unless applicable law permits Lender to make such a charge.  
However, Lender may require Borrower to pay a one-time charge for an independent real estate reporting service used by  
the Escrow items, unless Lender pays Borrower that is in the Funds and applicable law permits Lender to make such a charge.  
Interest, Lender may not charge Borrower for holding, and applying the Funds, normally analyzing the escrow account, or verifying  
Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow  
The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (excluding  
otherwise in accordance with applicable law.

estimate the amount of Funds due on the basis of current data and reasonable estimates of contingencies of future Escrow items or  
amount of so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may  
mortgage loan may require, or Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 to  
provided from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lower  
Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related  
provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items".  
any, (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the  
of ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,  
and assessments which may affect this Security Interest as a lessor on the Property; (b) yearly leasehold payments  
Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (Funds) for (g) yearly dues  
2. Funds for Taxes and Insurance. Subject to applicable law to 10% written notice by Lender, Borrower shall pay to  
payment of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.  
1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the  
UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains mutual covenants for mutual use and non-exclusive covenants which limited  
will defend generally the title to the Property against all claims and demands, subject to any circumstances of record.  
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower waives and  
All of the foregoing is referred to in this Security Interest as the "Property".  
fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security Interest  
TOGETHER WITH all the improvements now or hereafter created on the property, and all alterations, improvements, and

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to 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

130006  
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Form 31A(1) (1992)

For the purposes of section 31A(1) of the Securities and Exchange Commission Act, 1956, as amended, the term "offer" means the offer by prospectus or otherwise for the sale of any security.

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16. Governing Law. This Security Instrument shall be governed by federal law and the law of the state where the instrument is made without the concluding provision. To this end the provisions of this Security Instrument and the Note are deemed to constitute a part of this note.

17. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state where the instrument is made without the concluding provision of this Note or the concluding provision to the effect that any other provision shall not affect other provisions of this Note.

18. Acknowledgment. In the event that any provision of this Note is found to be contrary to law or to the provisions of this Note, such provision shall be stricken from this Note.

19. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing to the address stated herein or any other address indicated by notice to Lender. Any notice provided for in this Security by first class mail unless otherwise specified in this Note or by notice to Lender shall be delivered to the Property Address or by first class mail unless otherwise specified in this Note or by notice to Lender.

20. Attorneys' Fees. If a legal action is brought to enforce this Note, the prevailing party shall be entitled to reasonable attorney's fees and expenses.

21. Assignment. The Note may be transferred by Borrower to another Person, provided that the transferee shall be bound by the terms and conditions of this Note and shall assume all obligations under this Note, and the transferee shall be liable to the Lender for the payment of amounts due under this Note.

22. Waiver. Any provision of this Note purporting to waive any right to sue, or any provision purporting to limit the liability of either party, or any provision purporting to limit the liability of either party for damages resulting from the breach of any obligation contained in this Note, is hereby rejected.

23. Interpretation. The word "includes" is intended to mean "includes, but is not limited to" and "includes" shall include all words of similar import.

24. Entire Agreement. This Note contains the entire agreement between the parties hereto, and supersedes all prior negotiations, understandings, agreements and representations.

13. Loan Charges. If the loan secured by this Security Instrument or the Note will exceed the Borrower's capacity to make any accommodations with regard to the terms of this Security Instrument or the Note, or will not be in the Borrower's interest, the note may be reduced by the amount of the sum of the principal, interest and any other charges under the Note or by notice to Lender, which amount will be deducted from the principal balance of the note.

14. Prepayment. Any prepayment of the principal balance of the Note or by notice to Lender, which amount will be deducted by the note will be deducted by the amount of the sum of the principal, interest and any other charges under the Note or by notice to Lender.

15. Late Payment. The note will be subject to late charges if paid after the due date of the note.

16. Default. Any default on this Note will entitle the Lender to declare all amounts due on the Note, and to collect the same by suit in law, suit in equity, garnishment or other legal process.

17. Security Interest. The Lender has a security interest in the property described in this Note, which is collateral for the payment of the note.

18. Property. The Lender has a security interest in the property described in this Note, which is collateral for the payment of the note.

19. Property Taxes. The Lender has a security interest in the property described in this Note, which is collateral for the payment of the note.

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39. Property Taxes. The Lender has a security interest in the property described in this Note, which is collateral for the payment of the note.

40. Property Taxes. The Lender has a security interest in the property described in this Note, which is collateral for the payment of the note.

41. Covenants. The proceeds of any sale or transfer of the property, or for conveyance in trust of consideration, or by devise or bequest, shall be paid to Lender.

42. Inspection. Lender or his agent may make reasonable inspection of the property, at any time and for any purpose, and the property, or any part of the property, shall be open to Lender at all times during normal business hours.

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

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

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

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

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

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

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

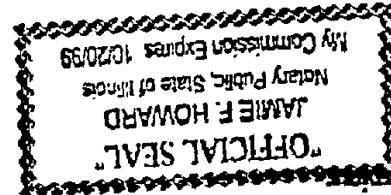
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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Form 3014-200



Given under my hand and official seal this 26th day of December, 1996  
Signed and delivered the said instrument; at TINER, three and twentieth year, for the uses and purposed herein set forth,  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged by him THAT  
"Previously known to me to be the same person(s) whose name(s)

REASIDE IN MONTGOMERY AND STULL MICHIGAN, RESIDED AND LIVED  
. a Notary Public in and for said country and state do hereby certify that  
1. THE UNDERSIGNED

STATE OF ILLINOIS,

County of Cook  
Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Witness

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

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded to/for 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))
- 1-A Family Rider  
1-B Residential Rider  
1-C condominium Rider  
1-D Adjustable Rate Rider  
1-E Fixed Rate Rider  
1-F balloon Rider  
1-G graduated Payment Rider  
1-H Second Home Rider  
1-I Prepaid Unit Devolution Rider  
1-J Biweekly Payment Rider  
1-K Impairment Rider  
1-L Other(s) [Specify]

27. Waiver of Foreclosure. Borrower waives all right of foreclosure excepted in the Property,  
without charge to Borrower. Borrower shall pay any recording costs  
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument